

CONTRACT DOCUMENTS  
and  
TECHNICAL SPECIFICATIONS

for

ELEVATION OF PRIVATE  
RESIDENTIAL BUILDING  
1503 LEA VIEW AVE.

August 2015



***City of***  
***Norfolk***

**Department of Public Works**

**7th Floor, City Hall Building  
Norfolk, Virginia 23510  
(757) 664-4631**

**CITY OF NORFOLK**  
**ELEVATION OF PRIVATE RESIDENTIAL BUILDING**  
**1503 LEA VIEW AVE.**

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**Posting Date: August 14, 2015**

**INVITATION FOR BIDS  
CITY OF NORFOLK - DEPARTMENT OF PUBLIC WORKS**

**PROJECT: ELEVATION of PRIVATE RESIDENTIAL BUILDING – 1503 LEA VIEW AVE.**

Owner: City of Norfolk  
Department of Public Works  
810 Union Street, Room 700  
Norfolk, VA 23510  
Contact: John Alford, RA  
Tel: (757) 664-4664

A&E: Engineering Concepts, Inc.  
20 South Roanoke Street  
P. O. Box 619  
Fincastle, VA 24090  
Contact: Mr. Jason DeBord  
Tel: (540) 473-1253

\*\*\*\*\*

Sealed bids are to be received in Public Works Department, Attn: Contracts Office, Room 700, 7th floor, City Hall Building, 810 Union Street, Norfolk, VA 23510 until **2:00 p.m., Tuesday, September 15, 2015**, for the above titled Project.

**A Pre-Bid Conference will be held at 3:00 p.m., Wednesday, August 26, 2015 in the 7<sup>th</sup> Floor Conference Room, City Hall Building, 810 Union Street, Norfolk, Virginia 23510. The conference is non-mandatory but highly encouraged.**

The Work under this Project consists of the elevation of one (1) private residential building above the base flood level as part of the FEMA Severe Repetitive Loss (SRL) Flood Reduction Project. Work will include, but not be limited to, all necessary site work, grading, foundation, footing installation and modifications, brick work, trim work, access and egress modifications and utility extensions.

Bidding Documents are available from the Department of Public Works in accordance with the Instructions to Bidders upon non-refundable payment of **\$5 per CD** in the form of a check made payable to Treasurer, City of Norfolk as well as the City's web site [www.norfolk.gov/bids.aspx](http://www.norfolk.gov/bids.aspx). A copy of the Bidding Documents will be on file and open to inspection at The Builders and Contractors Exchange, Inc., Norfolk, VA (757-858-0680).

A Bid Bond, certified check, or cashier's check made payable to the Treasurer, City of Norfolk, for 5% of total bid must accompany each bid.

State Contractor registration class and number is required on the outside of the envelope. State Contractor registration class and number is required on the outside of the envelope. The City reserves the right to cancel the bid opening or to reject any or all bids in whole or part, when it is in the best interest of the City. The right to waive informalities and to determine responsiveness of any bid and responsibility of all bidders is reserved to the City. Withdrawal of bids will be in accordance with Section 33.1-42.1 of the Norfolk City Code and Section 11-54 of The Code of Virginia, 1950 (as amended).

David L. Ricks, P.E.  
Director

The Virginian Pilot – August 16, 2015  
DemandStar – August 16, 2015

## INSTRUCTIONS TO BIDDERS

### 1. SUBMISSION OF BIDS

- a. Make all bids on "Bid Form" and seal in opaque envelope. The name of project, the contractor's name, address, and Virginia Contractor Registration Class and Number shall be placed on the outside of the envelope.
- b. If a contract is for \$120,000.00 or more, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any 12 month period is for \$750,000.00 or more, the bidder is required under Title 54, Chapter 11, Code of Virginia, 1950 (as amended), to show evidence of being licensed as a Class A Contractor. If a contract is \$7,500.00 or more, but less than \$120,000.00, or if the total value of all such construction, removal, repair or improvements undertaken by the bidder within any 12 month period is less than \$150,000, the bidder is required to show evidence of being licensed as a Class B Contractor. If a contract is \$1,000 or more, but less than \$7,500, or if the total value of all such construction, removal, repair or improvements undertaken by the bidder within any 12 month period is less than \$150,000, the bidder is required to show evidence of being licensed as a Class C Contractor. The bidder shall place on the bid above its signature its Virginia Contractor Registration Class and Number. If a contract is less than \$1,000.00, licensure is not required under Title 54, Chapter 11, Code of Virginia, 1950 (as amended).
- c. If bids are submitted by mail, enclose the above noted envelope in a second sealed, opaque envelope and address to: **City of Norfolk, Department of Public Works, Attn: Contracts Office, Room 700, 7th floor, City Hall Building, 810 Union St., Norfolk, VA 23510.** Bids submitted by mail must be received at the above address before the time designated for bid opening.
- d. Fully fill in all blanks in ink or typewritten, and state numbers in both writing and figures. Signatures shall be in longhand with name and title printed below. Bidders shall acknowledge all addenda in spaces provided on the bid form. For unit price contracts, in the event of a discrepancy between the Total Base Bid and the total of the extension of unit prices, the total extension of unit prices governs in determining the bid amount.
- e. Interlineations, alterations, and irregularities of any kind may be cause for rejection of the bid. Erasures or any physical changes on the form shall be initialed by the Bidder.
- f. Bidders may withdraw a bid after it has been submitted to the City any time prior to the stipulated time for opening such bids. Withdrawal of bids will be in accordance with Section 33.1-42.1 of the Norfolk City Code and Section 2.2-4330 of the Code of Virginia, 1950 (as amended).

### 2. EXAMINATION OF SITE

The bidder shall be responsible for having ascertained all pertinent local and existing conditions determinable by inspection and inquiry both on the site and adjacent thereto, including any other work being performed thereon, and shall include in its bid all cost attendant upon problems arising from said conditions existing at the time of submission of its bid.

Reference is made to the Contract Documents for information relating to reports, explorations, underground facilities, and easements. On request, the owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. The Bidder must fill all holes, clean up, and restore the site to its former condition upon completion of such explorations, investigations, tests and studies, and hold the Owner harmless from any damage to property or injury to persons resulting from or arising out of such explorations, investigations, tests, and studies.



### **3. INQUIRIES, INTERPRETATION AND ADDENDA**

Should a bidder find discrepancies in, or omissions from, the drawings or documents, or should it be in doubt as to their meaning, it should at once notify the Owner in writing. The Owner will welcome such inquiries and they will be given consideration. Every interpretation made by the Owner will be in the form of a printed addendum which will be on file in the office of the Owner. Addenda will be sent to each bidder, but it will be the bidder's responsibility to know of, examine and become familiar with all addenda issued. All addenda shall become a part of the Contract Documents. The Owner will not be responsible for any oral instruction.

The submission of a Bid will constitute inconvertible representation by the Bidder that the Bidder has complied with every requirement of this Section, that without exception, the Bid is premised upon the agreement by the Bidder to perform the Work required by the Contract Documents, and applying specific means, methods, techniques, sequence or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that the Bidder has given Written Notice to the Owner of all conflicts, errors, ambiguities, and discrepancies that the Bidder has discovered in the Contract Documents and the written resolutions thereof by the Owner is acceptable to the Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions of performance and furnishing the Work.

### **4. BID GUARANTEE**

Bids shall be accompanied by a bid guarantee of five percent (5%) of the amount of the total bid including all additive alternates, if any, and may be a certified check or cashier's check or a Bid Bond, made payable to: **Treasurer, City of Norfolk**. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw its bid during the period of sixty (60) days following the opening of bids; that if its bid is accepted, it will enter into a Contract with the Owner in accordance with a form of agreement acceptable to and approved by the Owner and that the required Performance and Payment Bonds will be given; and that in the event of the withdrawal of said bid within said period, or failure to enter into said contract and given said bonds within ten (10) days after it has received notice of acceptance of its bid, the bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the bidder in any particular thereof. The bid bonds and checks will be returned to the bidders after the Owner and the lowest, responsive, responsible bidder have executed a contract. If the required contract has not been executed within sixty (60) days after the date of the opening of the bids, then the bond or check of any bidder will be returned upon its request, provided it has not been notified of the acceptance of its bid prior to the date of such request.

### **5. PERFORMANCE AND PAYMENT BOND**

The Contractor shall furnish a performance bond and a labor and material payment bond each in the amount of 100% of the contract price. Said bonds shall be delivered to the Owner (in duplicate) and shall be approved by the Owner prior to the execution of a construction contract between the Contractor and the Owner. Bonds shall be City of Norfolk standard form and shall be in accordance with Section 33.1-76 of the Norfolk City Code. All costs of bonds shall be paid by the Contractor. A bond rider will be required should change orders increase the amount of the contract by \$100,000 or more.

### **6. NEGOTIATIONS WITH APPARENT LOW BIDDER**

The City reserves the right to negotiate with the lowest, responsive, responsible bidder if the bid exceeds available funds. Negotiations may include reduction in bid price, modification and/or reduction in scope of the work, substitution of materials, or any other alterations to the work so that the low bid is reduced to within available funds including a reasonable fund balance for contingency funds to be available during the course of construction.

## 7. TIME OF COMPLETION

- a. Time is of the essence. Unless otherwise specified in the Agreement, the Work for will be substantially completed within **Sixty (60) calendar days** after the date when the Contractor first causes the occupant(s) to be relocated, damages or modifies the existing structure(s), or interrupts service to any of the home's utilities. Work shall commence within ten (10) days from date of Notice to Proceed.
- b. Work shall not commence until the Contractor has received a fully executed copy of the Contract which authorizes the Work and has also received a Notice to Proceed issued by the authorized City representative. Work commenced prior to receipt of both a fully executed copy of the Contract and a written Notice to Proceed from an authorized City official shall be deemed unauthorized and such work will progress solely at Contractor's risk.

## 8. LIQUIDATED DAMAGES FOR DELAYS

- a. Liquidated damages will be assessed at a rate of **Two Hundred Fifty Dollars (\$250.00) per calendar day (Sundays and Holidays included)**, for every calendar day in excess of eighty (80) days.
- b. Liquidated damages will be assessed at a rate of **One Hundred Dollars (\$100.00) per calendar day (Sundays and Holidays included)** for every calendar day in excess of one hundred (100) days until certificate of occupancy is received.

## 9. NON-DISCRIMINATION CLAUSE

The Contractor agrees to comply, and to require all suppliers and subcontractors paid in whole or in part from funds made available under this contract to comply with Section 122(a)(1) of the State and Local Fiscal Assistance Act of 1972 (P. L. 92-512), as amended, to wit:

"No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a State government or unit of local government, which government or unit receives funds made available under Subtitle A (of Title I of the Act.)

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

Any prohibition against discrimination on the basis of religion, or any exemption from such prohibition, as provided in the Civil Rights Act of 1964 or Title VIII of the Act of April 11, 1968, hereafter referred to as the Civil Rights Act of 1968, shall also apply to any such program or activity."

Further, the Contractor agrees to comply with Section 33.1-53 of the Code of the City of Norfolk, Virginia 1979, as amended, regarding prohibited employment discrimination.

## 10. MINORITY BUSINESS CLAUSE

It is the policy of the City of Norfolk to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidders (offerors) are asked, as part of their submission, to describe any planned use of such businesses in fulfilling this contract.

## **11. NON-COLLUSION AFFIDAVIT**

(a) Every bidder, by submitting a bid, shall be deemed to covenant, with regard to said bid, as follows:

(1) that said bid was arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) that, unless otherwise required by law, the prices which have been quoted in the bid submitted have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.

(3) that no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where the bidder shall have failed to comply with a(1), a(2), or a(3) above.

(b) Every bidder, in addition to making the above covenants (a)(1), (a)(2) and (a)(3) will be required to provide the City of Norfolk, with the bid submitted, the affidavit contained herein.

(c) Every bidder will be required to disclose, with the submitted bid, the following information:

(1) the correct mailing address of the bidder.

(2) if a corporation, the name and current mailing address of the President, the Secretary and the Treasurer of the corporation.

(3) if a partnership, proprietorship or other firm, the name and current mailing address of each partner, proprietor or member of said firm.

(4) whether or not the bidder is associated with; owns, in whole or in part; or is owned, in whole or in part, or is a subsidiary of, any other bidder.

(d) The fact that a bidder (1) has published price lists, rates or tariffs covering items included in the submitted bid; (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or (3) has sold the same items to other customers at the same prices being bid, does not constitute a disclosure within the meaning of Subparagraph 9(a).

(e) Any bid submitted by a corporate bidder shall be deemed to have been authorized by the Board of Directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the execution of the affidavit required in (b) above as the acts and deeds of the corporation.

## **12. SUBSTANCE ABUSE AND DRUG-FREE WORK PLACE**

The Contractor agrees to comply with Section 33.1-58 of the Code of the City of Norfolk, Virginia, 1996, as amended, regarding substance Abuse and Drug-Free Work Place Policy.

Bids to be opened: **2:00 p.m., Tuesday  
September 15, 2015**

Work to be Completed in: **60 calendar days**

Liquidated Damages: **\$250 per day (in excess of 60 calendar days)  
\$100 per day (in excess of 80 calendar days)**

Performance Bond: **100%**

Payment Bond: **100%**

Bid Bond: **5%**

## **BID FORM**

To: City of Norfolk Department of Public Works  
810 Union Street, Room 700  
Norfolk, Virginia 23510

### **A. LUMP SUM BID**

In compliance with the Invitation for Bids and Instructions to Bidders, the General Conditions of the Contract (as modified), the contract drawings and specifications titled **ELEVATION OF PRIVATE RESIDENTIAL BUILDING – 1503 LEA VIEW AVE. (MARSTON HOUSE)** and all addenda issued to date, all of which are part of this bid, the undersigned hereby proposes to furnish all items including materials, labor, and equipment called for by, and in strict accordance with, said Contract Documents, for the sum of:

\$\_\_\_\_\_

(Use words)  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

### **B. ADDENDA**

The undersigned acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

We agree to enter into a contract with the City of Norfolk, Virginia within ten (10) days of the award of same to us for the price named in our bid.

It is expressly agreed by us that the City of Norfolk, Virginia shall have the right to reject any and all bids and to waive any informalities.

In default of the performance on our part of the conditions of bid, our failure to enter into a contract with the City of Norfolk, Virginia, within the time above set, we herewith furnish a certified check, cashier's check (or Bid Bond) in the amount of \$\_\_\_\_\_, which shall be forfeited as liquidated damages to the City of Norfolk, Virginia, but otherwise the said check or Bid Bond shall be returned.

We agree to begin work at any time after receipt of the Notice to Proceed from the Director of Public Works and complete all of the Work, **within Sixty (60) calendar days per each house and complete all of the houses within Two Hundred Ten (210) calendar days.**

C. Norfolk Businesses: It is the policy of the City to support Norfolk businesses and workforce development and it encourages companies with corporate offices in Norfolk and which employ Norfolk residents to compete for City contracts. Bidders are asked, as part of their submission, to advise of their Norfolk location and detail their employment of Norfolk residents.

D. Equal Opportunity Business Development: It is the policy of the City of Norfolk to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidders (offerors) are asked, as part of their submission, to describe any planned use of such businesses.

1. Is your firm a minority owned business? Yes \_\_\_ No \_\_\_ If yes, please check the appropriate category: \_\_\_ African American (male), \_\_\_ African American (female), \_\_\_ Caucasian (female), \_\_\_ Hispanic (male), \_\_\_ Hispanic (female), \_\_\_ Asian American (male), \_\_\_ Asian American (female), \_\_\_ American Indian (male), \_\_\_ American Indian (female), \_\_\_ Eskimo (male), \_\_\_ Eskimo (female), \_\_\_ Aleut (male), \_\_\_ Aleut (female), \_\_\_ Other (male), \_\_\_ Other (female).

2. Subcontracting Opportunities for Small, Women Owned, Minority Business Enterprises and Disabled Veterans. All prime contractors are requested to furnish the following information regarding participation of small, women owned, minority business enterprises and disabled veterans:

a. Proposed Name of your Subcontractor(s):

b. Proposed Minority Category of Subcontractor(s) - please check the appropriate category(ies):

___ African American (male)	___ African American (female)
___ Hispanic (male)	___ Hispanic (female)
___ Asian American (male)	___ Asian American (female)
___ American Indian (male)	___ American Indian (female)
___ Eskimo (male)	___ Eskimo (female)
___ Aleut (male)	___ Aleut (female)
___ Other (male)	___ Caucasian (female)
	___ Other (female)

c. Proposed Amount of Subcontracts:

d. Proposed Description of commodity (i.e. masonry, hauling, insulation, etc.):

e. Proposed Description of Project:

f. Proposed Total value of awards to all subcontractors:

g. Proposed Total Number of minority subcontracts awarded:

h. If you do not propose the use of any subcontractors, please check here \_\_\_\_.

E. The undersigned has read all sections under "Instructions to Bidders."

F. **CONTRACTOR'S REGISTRATION AND SIGNATURE**

Registered Virginia Contractor Class and No. \_\_\_\_\_

City of Norfolk Business License No. \_\_\_\_\_

Contractor \_\_\_\_\_ Signed \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Title \_\_\_\_\_

NOTE: If Bidder is a corporation, write state of incorporation under signature and if a partnership, give full names of all partners.

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**AFFIDAVIT**

City of Norfolk, Virginia project: **Elevation of Private Residential Building – 1503 Lea View Ave.  
(Marston House)**

Bid Date:\_\_\_\_\_

**STATE OF VIRGINIA**

(City/County)

This day personally appeared before the undersigned, a Notary Public in and for the  
City/County and State aforesaid,

\_\_\_\_\_, who having been first duly sworn according to law, did  
depose and aver as follows:

(a) That he is \_\_\_\_\_  
(owner, partner, president, etc.)

of \_\_\_\_\_  
(insert name of bidder)

(b) That he is personally familiar with the bid of

\_\_\_\_\_submitted in connection with the above  
captioned City of Norfolk project.

(c) That said bid was formulated and submitted in good faith as the true bid of said  
bidder.

(d) That said bid in no manner violates the Sherman Antitrust Act (15 U.S.C. '1 *et  
seq.*), The Virginia Antitrust Act ( n59.1-9.1 through n59.1-9.17 Code of Virginia, (1950), as amended)  
or the Conspiracy to Rig Bids to Government Act (nn59.1-68.8, Code of Virginia (1950), as amended.

And further this deponent saith not.

\_\_\_\_\_  
**Affiant**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**Notary Public**



MAILING ADDRESS, FAX, AND TELEPHONE NUMBER OF BIDDER:

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IF CORPORATION, PROVIDE NAME AND MAILING ADDRESS AS REQUIRED BELOW

PRESIDENT

SECRETARY

TREASURER

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IF PARTNERSHIP, PROPRIETORSHIP, OR OTHER FIRM, PROVIDE NAME AND MAILING ADDRESS OF EACH PARTNER, PROPRIETOR, OR MEMBER OF FIRM.

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## COMPLIANCE WITH STATE LAW

### AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

#### I. **CERTIFICATION**

- A. The Bidder/Vendor (Please fill in with your enterprise's complete name)

\_\_\_\_\_

certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Bidder/Vender by the State Corporation Commission: \_\_\_\_\_

- B. Bidder/Vendor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder/Vendor: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### II. **INSTRUCTIONS**

- a. The Bidder/Vendor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's/Vendor's responsibility. Failure of the Bidder/Vendor to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Vendor non-responsible.
- c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder/Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

**End of Page**

**SCHEDULE OF UNIT PRICES  
ELEVATION OF PRIVATE RESIDENTIAL BUILDING  
1503 LEA VIEW AVE. (MARSTON HOUSE)  
OWNER: CITY of NORFOLK, VIRGINIA**

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents. The prices quoted shall include, without exception, all materials, labor, equipment, appliances, clean-up, applicable sales, use and other taxes, building permits or fees, and the Contractor's labor, overhead, profit, mobilization and other mark-ups, and in full accordance with the Specifications. Include allowance for waste where appropriate. The unit prices shall be maintained throughout the contract period. Unit prices shall be used in determining additions or deductions from the TOTAL CONTRACT AWARD amount in the event of changes in the work.

<b>1.</b>	<b>Elevate Marston House at 1503 Lea View Ave.</b>				
	a. Remove existing slab in areas of new foundation	LS	1		
	b. Undercut per design drawings	LS	1		
	c. Backfill with #57 stone	LS	1		
	d. Waffle foundation per plans provided	LS	1		
	e. CMU Piers per plans	LS	1		
	f. Electrical	LS	1		
	g. Plumbing	LS	1		
	h. House Elevation	LS	1		
	i. Access Modifications/Decking	LS	1		
	j. Restabilization of site / Permit Fees	LS	1		
	<b>Total Item 1</b>				

**TOTAL BID**

\$ \_\_\_\_\_  
 (Use words)  
 Dollars (\$ \_\_\_\_\_)

\_\_\_\_\_  
**Contractor's Signature / Date**

# THE CITY OF NORFOLK, VIRGINIA

OFFICE OF THE CITY MANAGER

## CONTRACT

**THIS AGREEMENT**, made as of the \_\_\_\_ day of \_\_\_\_ in the year **2015**, is between the **City of Norfolk, Virginia**, acting by and through the City Manager, hereinafter styled the **City**, and

party of the second part, hereinafter styled the **Contractor**.

**WITNESSETH**, That whereas the City has awarded to the Contractor, in accordance with his bid of **September 15, 2015**, a contract for the **ELEVATION of PRIVATE RESIDENTIAL BUILDING – 1503 Lea View Ave. (Marston House)** as described in specifications and drawings prepared therefor by **Engineering Concepts, Inc., 20 South Roanoke Street, P.O. Box 619, Fincastle, Virginia 24090** hereinafter styled the Engineer, and on file in the office of the Director of Public Works of the City of Norfolk, Virginia.

### ARTICLE 1 - THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 2 - DATE OF COMMENCEMENT AND COMPLETION TIMES

The Contractor further agrees to begin Work at such a date as the Director of Public Works Department, Norfolk, Virginia, shall notify it to begin via a Notice to Proceed letter, and that it will achieve Substantial Completion in accordance with Paragraph 9.8 of the General Conditions not later than **Sixty (60) consecutive calendar days** after the date when the Contractor first causes the occupant(s) to be relocated, damages or modifies the existing structure(s), or interrupts service to any of the home's utilities.

The Contractor further agrees that it will achieve Final Completion of all Work under this contract in accordance with Paragraph 9.8 of the General Conditions not later than **Eighty (80) consecutive calendar days following the Notice to Proceed**.

### ARTICLE 3 - LIQUIDATED DAMAGES

The Contractor and the City recognize that time is of the essence of this Agreement. In view of the difficulty of ascertaining the loss which the City will suffer by reason of delay in the performance of the Work, the Contractor and the City hereby agree upon as the liquidated damages set below that the City

will suffer by reason of delay and/or default, and not as a penalty. Further, the City shall deduct and retain the amount of such liquidated damages out of the moneys which may be due or become due to the Contractor under this Agreement.

Accordingly, should the Contractor fail to achieve Substantial Completion of the aforesaid Work in accordance with the contract documents to the satisfaction and approval of the Engineer within the time stipulated in Article 2 above, the Contractor shall pay to the City of Norfolk, Virginia, **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** for every calendar day beyond the time set for substantial completion. The Contractor shall pay to the City of Norfolk, Virginia, **One Hundred Dollars and Zero Cents (\$100.00)** for every calendar day beyond the time set for final completion.

#### **ARTICLE 4 - CONTRACT PRICE**

The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below subject to additions and deductions as provided in the Contract Documents:

\_\_\_\_\_ Dollars and \_\_\_\_ Cents (\$\_\_\_\_\_.00)

All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 3.8 of the General Conditions.

#### **ARTICLE 5 - PAYMENTS**

Based upon applications for payment submitted to the Engineer by the Contractor and certificates for payment issued by the Engineer, the City shall make monthly progress payments on account of the contract sum to the Contractor as provided in the conditions of the contract as follows:

The City will pay the Contractor, on or about the thirtieth calendar day after receipt of a Request for Payment, ninety-five percent (95%) of the portion of the contract sum properly allocable to labor, materials, and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the contract sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, less the aggregate of previous payments in each case; provided, however, that the owner, at any time after fifty percent (50%) of the Work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining partial payments in full; and upon final completion, a sum sufficient to increase the total payment to one-hundred percent (100%) of the contract sum, less such retainage as the Engineer shall determine for all incomplete Work and unsettled claims. But such full payment or payments shall in no manner be construed as reducing the amount of the bond, or the liability of the surety thereon, until final completion and acceptance of all items of Work herein set forth.

The action of the Engineer by which the Contractor is to be bound according to the terms of this contract shall be that evidenced by his final estimate and certificate, all prior estimates upon which ninety-five percent (95%) or more may be made, being merely payment on account, and not payments for accepted Work, and subject to the correction of such final estimate, which may be made with notice

to the Contractor.

## **ARTICLE 6 - CONTRACTOR'S REPRESENTATION**

To induce the City to enter into this Agreement, the Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost; progress, and performance of the work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been provided with the Contract Documents, and (2) reports and drawings of a hazardous environmental condition, if any, at the site, which have been provided with the Contract Documents.
- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work.
- F. Contractor is aware of the general nature of Work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor hereby certifies that it has familiarized itself with Sections 33.1-86 through 33.1-93 of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "Ethics in Public Contracting," including the additional statutes set forth in Section 33.1-86 thereof, and further that all amounts received by the Contractor pursuant to this Agreement are proper and in accordance therewith.
- J. Contractor hereby certifies that at all times during which any term of this Agreement is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

K. Contractor hereby represents that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

## ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents consist of the following:

- a. Invitation for Bids
- b. Instructions to Bidders
- c. Bid Form
- d. Bid Bond
- e. Contract
- f. Performance Bond
- g. Payment Bond
- h. AIA A201-2007, "General Conditions of the Contract for Construction" (as modified)
- i. Certificate of Insurance
- j. Notice of Award
- k. Notice to Proceed
- l. Change Orders (if any)
- m. Other Documents as may be required by law or appended hereto:
- n. Plans and Drawings prepared by: **Engineering Concepts, Inc., 20 South Roanoke Street, P.O. Box 619, Fincastle, Virginia 24090.**
- o. Specifications prepared or issued by: **Engineering Concepts, Inc., 20 South Roanoke Street, P.O. Box 619, Fincastle, Virginia 24090 and The City of Norfolk.**
- p. Addendum (as listed in Bid Form)

Witness the following signatures and seals:

**Witness:**

\_\_\_\_\_

Seal if  
Incorporated

By: \_\_\_\_\_

*WRITTEN SIGNATURE*

\_\_\_\_\_  
*PRINTED SIGNATURE*

\_\_\_\_\_  
*TITLE / DATE*

Contractor's State License No. \_\_\_\_\_

City of Norfolk Business License No. \_\_\_\_\_



**Contents Approved:**

\_\_\_\_\_  
Director of Public Works

**Approved as to form and correctness:**

\_\_\_\_\_  
Deputy City Attorney

**CITY OF NORFOLK, VIRGINIA**

By \_\_\_\_\_  
City Manager

**Attest:** \_\_\_\_\_  
City Clerk

**Certification of Funds**

I hereby certify that the money required for this contract (agreement, obligation or expenditure) is in the City Treasury to be drawn, and not appropriated for any other credit of the fund from which it is to be purpose.

Account: \_\_\_\_\_

Amount: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Vendor Code: \_\_\_\_\_

\_\_\_\_\_  
Acting Director of Finance

\_\_\_\_\_  
Date

## PERFORMANCE BOND

Bond No. \_\_\_\_\_

Amount: \$ \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the Contractor and \_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, hereinafter called the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety, are held and firmly bound unto the City of Norfolk as Owner, in the sum of \_\_\_\_\_ **DOLLARS AND \_\_\_\_ CENTS (\$\_\_\_\_\_ .00)**, lawful money of the United States of America, for payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the Owner dated \_\_\_\_\_, 2015, for

### **ELEVATION of PRIVATE RESIDENTIAL BUILDING – 1503 Lea View Ave. (Marston House)**

NOW THEREFORE, if the Contractor, and its successors and assigns, shall at all times duly, promptly, and faithfully perform the Work and any alteration in or addition to the obligations of the Contractor arising thereunder, including the matter of infringement, if any, of patents or other proprietary rights, and shall assure all guarantees against defective workmanship and materials, including the guarantee period following final completion by the Contractor and final acceptance by the Owner and comply with all the covenants therein contained in the Specifications, Drawings, and other Contract Documents required to be performed by the Contractor, in the manner and within the times provided in the Agreement, and shall fully indemnify and save harmless the Owner from all costs and damage which it may suffer by reason or failure to do so, and shall fully reimburse and repay it all outlay and expenses which it may incur in making good any default, and reasonable counsel fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or payment thereunder before the time required therein, or waiver of any provision thereof, or assignment, subletting or transfer thereof or any part thereof, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition to the terms of the Contract Documents or any such payment, waiver, assignment, subcontract or transfer.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Whenever Contractor shall be declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Owner shall have the right, at its option, to require the Surety to promptly proceed to remedy the default within 30 days of notice by proceeding or procuring others approved by the Owner to proceed with completing the Agreement with its terms and conditions including the correction of any defective work and the provision of safety measures required as the result of such default; and all reserves, deferred payments, and other funds provided by the Agreement to be paid to Contractor shall be paid to Surety at the same times and under the same conditions as by the terms of that Agreement such fund would have been paid to

Contractor had the Agreement been performed by Contractor; and Surety shall be entitled to such funds in preference to any assignee of Principal of any adverse claimant. Notwithstanding the above, the Owner shall have the right, with the approval of the Surety which shall not be unreasonably withheld, to take over and assume completion of the Agreement and be promptly paid in cash by the Surety for the cost of such completion less the balance of the Contract price.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2015, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

(\_\_\_\_\_)

By: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Attest

SURETY

\_\_\_\_\_  
By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Attest

APPROVED AS TO FORM: \_\_\_\_\_, 2015

\_\_\_\_\_  
Deputy City Attorney

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.

## PAYMENT BOND

Bond No. \_\_\_\_\_

Amount: \$ \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_ of \_\_\_\_\_ hereinafter called the Contractor and \_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the State \_\_\_\_\_, hereinafter called the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety, are held and firmly bound unto City of Norfolk as Owner, in the sum of \_\_\_\_\_ **DOLLARS AND \_\_\_\_ CENTS (\$\_\_\_\_\_)**, lawful money of the United States of America, for payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the Owner dated \_\_\_\_\_, 2015, for

### **ELEVATION of PRIVATE RESIDENTIAL BUILDING – 1503 Lea View Ave. (Marston House)**

NOW THEREFORE, if the Contractor shall promptly make payments to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in the Agreement, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools consumed, used or rented in connection with the construction of the Work, and all insurance premiums on the Work, and for all labor performed in the Work, whether by Subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2015, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

(\_\_\_\_\_)

By: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Attest

SURETY

\_\_\_\_\_  
By: \_\_\_\_\_(Seal)

\_\_\_\_\_  
Attest

APPROVED AS TO FORM: \_\_\_\_\_, 2015

\_\_\_\_\_  
Deputy City Attorney

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.



# Document A201™ – 2007

## General Conditions of the Contract for Construction

for the following PROJECT:

*(Name and location or address)*

Elevation of Private Residential Building - 1503 Lea View Avenue

THE CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia,  
hereinafter called the "City" or the OWNER:

*(Name, legal status and address)*

**THE ARCHITECT:**

*(Name, legal status and address)*

This document has important  
legal consequences.

Consultation with an attorney  
is encouraged with respect to  
its completion or modification.

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### § 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### § 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### § 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results, or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for at no additional cost to the Owner.

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§ 1.2.1.1 Should any conflict be found in the Contract Documents, the Architect/Engineer shall interpret or construe the Contract Documents so as to secure the most substantial and complete performance of the Work. In other words, the better quality or great quantity of work shall be provided in accordance with the Architect/Engineer's interpretation. The Architect/Engineer's decision in this matter shall be final.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 Wherever in the Contract Documents the words "as approved", "as directed", "as required", "acceptable", "satisfactory" and words of like import are used with references to the Work or its performance, and without further qualification, it shall mean as approved, as directed, as required by the Architect/Engineer and acceptable, satisfactory, etc. to the Architect/Engineer.

§ 1.2.5 The general character of the detailed work is shown on the Drawings, but minor modifications may be made on the shop drawings or mock-ups. Any details shall be worked out in relation to their location and their connection to other parts of the Work. Where on any drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out also apply to all other like portions of the Work. Where details or conditions are indicated but started only, such details or conditions shall be continued throughout the courses or parts in which they occur and shall also apply to all other similar parts in the Work unless otherwise indicated or specifically noted.

### **§ 1.3 CAPITALIZATION**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 INTERPRETATION**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

Wherever the term "Architect" appears in this Agreement, it shall mean either Architect or Engineer.

### **§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

§ 1.5.1 The drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the drawings, specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, them, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The drawings, specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. As such, the City is hereby declared sole-owner of these documents in regards to this Project and will abide by the limitations described in Subparagraph 1.5.1. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. are authorized to use and reproduce applicable portions of the drawings, specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the drawings, specifications and other documents prepared by



the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

~~§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.~~

§ 1.5.2. Intentionally Omitted.

## **§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM**

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## **ARTICLE 2 OWNER**

### **§ 2.1 GENERAL**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

~~§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

§ 2.2.1. Intentionally Omitted.

**§ 2.2.2** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise specified, the following applies:

a. Water line taps, construction of pits for water taps and meter, and restoration of the area to its original condition shall be performed by the Contractor at its expense. Only new water meters shall be installed by City forces at the expense of project sponsor (i.e. the City or private developer). All the aforementioned shall be coordinated by the Contractor.

b. Sanitary taps and cleanouts shall be done by the Contractor or its Subcontractor at the Contractor's expense. HRS D tap fees will be paid by the Owner.

c. For gas and electrical work and associated meter installations, the Contractor shall be responsible for complete coordination of work with utilities, including provision of all necessary labor, equipment, and materials as required in the Contract Documents as well as payment of all resulting costs to aforesaid Work.

d. For telephone and cables, the Contractor shall be responsible for coordination of telephone trunk lines and cable installation with telephone/television company to the "point of penetration" to the facility, including provision of all necessary labor, equipment, and materials as required in the Contract Documents as well as payment of resulting costs to all aforesaid work.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the ~~Owner-Owner~~, subject to Subparagraph 3.74, but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.3.1 The Contractor shall be responsible for protecting pins, stakes, marks, hubs, and control points. Replacement of damaged or destroyed pins, stakes, marks, hubs or control points shall be conducted under the supervision of a surveyor licensed in the Commonwealth of Virginia, if required by the City, and at the Contractor's expense. The Contractor shall coordinate with the Survey Division of the Department of Public Works (664-4645) prior to resetting of points and shall provide certified documentation to include the reference/recovery sheet with swing ties for new benchmarks.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.(1) CD containing the drawings, specifications, and addendums, in PDF format, free of charge.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect.~~ ~~failure.~~ If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

## § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Any failure by the Contractor to acquaint himself with such information shall not relieve him from the responsibility for successfully performing the Work.

.1 Dimensions of Work shall not be determined by scale or rule, but figured dimensions shall be used at all times.

.2 The Contractor shall verify all dimensions by measurement at the jobsite, and shall take any and all other measurements necessary to verify the drawings and to properly layout the Work.

.3 The study of the Contract Documents by the Contractor shall be made sufficiently in advance of the actual layout of the work so as to allow the Contract Documents to be interpreted or modified by the Architect.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, or for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities. Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

## § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means,

methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

a. Substituted Materials. Request for approval of any substituted material and equipment for those specified or shown on the drawings shall be made in writing to the Engineer within 30 days after award of the Contract. If this request is not submitted, the Engineer reserves the right to have the Contractor furnish the material and equipment definitely specified or shown on the plans. The Contractor shall show, in writing, the monetary savings, improvement in quality, time savings, and other factors to be gained from the proposed substitute. Approval of substitute materials and equipment will be at the sole discretion of the Engineer.

b. Or Equal. It is not the intent of these specifications to exclude or omit products or any responsible manufacturer, if said products are equal in every respect to those mentioned herein. Whenever an article, or any class of materials is specified by trade name or byname of any particular patentee, manufacturer or dealer, it shall be taken as intending to mean equal thereto in quality, finish, size, durability and equally as serviceable for the purpose for which it is or they intended. Request for approval of any "equal" material or product for those specified or shown on the drawings shall be made in writing to the Engineer within 30 days after award of the Contract. If this request is not submitted, the Engineer reserves the right to have the Contractor furnish the material and products definitely specified and shown on the plans. The Contractor shall show, in writing, that the material or product being proposed is equal in every respect to that specified and shall provide all necessary supporting documentation requested by the Engineer. The quality shall be determined by the Engineer, and he alone shall be sole judge as to what materials or services will be accepted as equal. No substitution of materials, methods or services specified shall be made without written approval from the Engineer.

c. Materials and Equipment Manufacturer's Recommendation. All materials, equipment or other items specified by trade or manufacturer's name shall be handled, installed, erected or connected in strict conformity with the manufacturer's recommendations and/or specifications. By making requests for substitutions, the Contractor:

1. Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

2. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

3. Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs and time extensions related to the substitution which may subsequently become apparent; and

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4. Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

#### § 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

#### § 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

#### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contractor shall be advised that there is NO permit fee for new construction, additions, etc. for CITY-OWNED BUILDINGS. Before final payment is made on the Project, Contractor shall demonstrate that the necessary inspections, certificates of occupancy, clearance, and/or acceptance from the City, State, Federal, and/or private entities/organizations such as from the City's Building Official, Corps of Engineers, Department of Environmental Quality, etc. have been obtained.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. Contractor shall not disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so "except in an emergency as required by Paragraph 10.4.. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. With respect to unforeseen Work that is paid on a Unit Price Basis, any adjustment in quantity and Contract price will be determined by the Architect/Engineer subject to the provisions of Subparagraph 15.1.5.3. Architect/Engineer will review with the Contractor the Architect/Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or

otherwise). If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

**§ 3.7.4.1 Possible Price and Times Adjustments.** Contractor shall not be entitled to any adjustment in the Contract Price or Contract Terms if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner in respect to Contract price and Contract times by the submission of a Bid or becoming bound under a negotiated contract; or

b. The existence of such condition could reasonably have been discovered or revealed as a result of examination, investigation, exploration, test, or study of the Site and contiguous areas required by the bidding requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give written notice within the time and as required by Subparagraph 3.7.4.

**§ 3.7.4.2 Subsurface and Physical Conditions.** The Contract Documents identify:

a. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that the Architect/Engineer has used in preparing the Contract Documents.

b. Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that the Architect/Engineer has used in preparing the Contract Documents.

**§ 3.7.4.3 Limited Reliance by Contractor on Technical Data Authorized.** Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data", if any, shall be identified in Supplementary General Conditions. Contractor may not rely upon or make any claim against Owner, Architect/Engineer, or any of the Architect/Engineer's consultants with respect to:

a. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, and safety precautions and programs incident thereto; or

b. Any Contractor interpretation of or conclusion drawing from any "technical data" or any such data, interpretations, opinions, or information.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

**§ 3.8 ALLOWANCES**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2. The Contractor shall attach with monthly invoices the original copy of sales invoices/receipts for materials or equipment that are covered under allowances.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner ~~with reasonable promptness in sufficient time to avoid delay in the Work.~~

### **§ 3.9 SUPERINTENDENT**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

1. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent ceases to be in the Contractor's employ.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, and prior to mobilization or proceeding with any work on site, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

**§ 3.9.4** A qualified General Superintendent shall be present on the project site whenever work is being performed, unless otherwise authorized in writing by the Owner. The Contractor shall notify the Owner whenever the superintendent will be absent for four hours or more. This notification shall include the name of the designated substitute. Any substitute shall be familiar with the project and have the same authority of the primary superintendent. Verbal notification is acceptable for periods less than one full workday.

1. The qualified General Superintendent shall remain on site each day throughout all work days whenever contract work is performed through the punch list period and until all punch list items are complete. Lack of supervision shall constitute a reduction in the Contract Amount of General Conditions, Supervision, or other category which solely represents at the General Contractor's work responsibility, in the amount of \$250.00 per day, or any portion of a day, based on the amount indicated.

**§ 3.9.5** The superintendent shall serve as a day to day point of contact on the Project for the Owner and shall, as a minimum, have the authority to:

a. Act on behalf of the Contractor;

b. Direct the work of Subcontractors;

c. Respond to directed changes in the schedule;

d. Provide detailed updates to and respond to inquiries from the Owner on the progress of the work;

e. Act upon verbal and written notification of non-conforming work;

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f. Respond to any complaints regarding the conduct or actions of any employee of the Contractor or any Subcontractor.

### **§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. At the Pre-Construction Conference, the Contractor shall submit to the Engineer for its timely review a preliminary construction schedule indicating the times (number of days or dates) for starting and completing the various stages of the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

1. The progress schedule shall be in the form of a bar graph and shall identify each major or critical activity. The progress schedule shall be updated monthly. Five (5) copies of the updated progress schedule shall be submitted with each Application for Payment.

**§ 3.10.2** The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

1. Reproduction of the Contract Drawings, or any portion thereof, shall not be acceptable.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal



schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

The Contractor, within 15 days from the Notice to Proceed, shall submit to the Engineer for approval, a complete schedule of submittals for shop drawings and technical and/or engineering data sheets covering all items and equipment for this Contract as listed in each respective division. Submit for approval six (6) copies of certified Shop Drawings and technical data sheets plus sufficient copies for Contractor's use. Approval of the above submissions shall not relieve the Contractor from complying with the drawings and specifications, nor shall such approval be construed as a guarantee of the accuracy of dimensions or other covered items. The Engineer shall endeavor to process all drawings, data sheets, etc., within 21 calendar days of receipt unless impractical. Except for construction schedule and schedule of values that need to be turned over directly to the City for review/approval, the Contractor shall forward all other submittals for review/approval to only one clearing house. The City will notify the Contractor during the Pre-Construction Conference where to send these submittals.

1. Unless otherwise directed or specified, samples shall be submitted in duplicate. Samples shall be properly labeled, bearing the name and quality of material, name of the manufacturer, name of Project, name of the Contractor and the date of submission.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, ~~or will do so and~~ (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. All copies of Shop Drawings submitted for approval shall bear the following statement: "Checked and certified correct for conformance with Contract Documents." This statement shall be dated and signed by the Contractor and shall appear on each submittal. One copy of each approved submittal shall be kept at job site at all times.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

1. The Contractor shall furnish to the field as many prints of the approved Shop Drawings as may be required.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear

such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### § 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### § 3.14.3 UNDERGROUND UTILITY DAMAGE PREVENTION ACT

The Contractor shall be required and agrees to comply with all the provisions of the Virginia Underground Utility Damage Prevention Act (Section 56-265.14, et seq. Code of Virginia, 1950, as amended) and hereby agrees to hold the City of Norfolk harmless against any loss, damages or claims of any nature whatsoever arising out of the Contractor's failure to comply with the requirements of said Act.

### § 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project. In addition, immediately after the completion of the Work, or any portion thereof, the Contractor shall restore the facility, street, and surrounding area to a condition as clean as before the Work was begun. The drainage system shall also be inspected and cleaned by the Contractor. If done by the City or its agents, any expense the City may incur will be charged against the Contractor and deducted before Final Payment is made. The Contractor will be required to back fill along the edges of the sidewalks, driveways and curbs where settlement has occurred, and reshape and reslope where directed. Site must be maintained regularly according to State and City regulations, including regular grass cutting. During the progress of the Work, the sidewalks and portions of the streets adjoining the Work, or in its vicinity, must not be obstructed or littered, and the adjacent sidewalks and gutters must be kept clean as directed by the Engineer.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and ~~Owner shall be entitled to reimbursement from the costs thereof shall be charged to the Contractor.~~

### § 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but

shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### § 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that which~~ would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.1.1 The requirements of this Paragraph 3.18 shall be incorporated into the Contractor's insurance policies in a manner approved by the Owner.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

§ 4.1.1 ~~The Owner shall retain an architect~~ architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture ~~in the jurisdiction where the Project is located. That person or entity is identified as the Architect identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.~~ The term "Architect" means the Architect or the Architect's authorized representative.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

~~§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.~~

§ 4.1.3. Intentionally Omitted.

### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 As the Owner's Project representative, the Consulting Architect/Engineer's duties, responsibilities and limitations of authority shall be presented during the Pre-Construction Conference. The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.1.1 Engineer – An individual or entity having an Agreement with the Owner to furnish services as Owner's independent professional consultant with respect to the Project and who is identified as such in the Agreement.

§ 4.2.2 ~~The Architect~~ Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, ~~or as otherwise agreed with the Owner, to become generally familiar with the the Contractor's~~

operations (1) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that (2) to endeavor to guard the Owner against defects and deficiencies in the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not neither have control over, charge of, or responsibility nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and

assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 4.2.15 PRE-CONSTRUCTION CONFERENCE.** Before starting the Work, the Architect/Engineer/Owner will schedule a conference to review the requirements on such matters as Project supervision and on-site inspection, Shop Drawing schedules and submission, progress schedules and reports, payrolls, payments to contractors, contract change orders, insurance, safety, labor provisions and equal opportunity in employment and any other items pertinent to the Project. Present at the conference will be the Architect/Engineer, Owner, Project Representative, the Contractor, and its Superintendent for the project.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, ~~as seen as practicable within 15 days~~ after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for ~~each principal portion of the Work~~. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~ objection..

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or ~~Architect~~ Architect, upon written notice of such intent, makes reasonable objection to such substitution.

### § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

~~When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract..~~

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

~~§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

§ 5.4.3. Intentionally Omitted.

### § 5.5 SUBCONTRACTORS COORDINATION OF WORK

Every subcontractor performing work that affects others shall provide for all requirements of the other trades, notwithstanding the Contractor's responsibility to coordinate the Work. Should the work provided by unsuitable for the application of work by any other subcontractor, the subcontractor shall notify the Contractor and the Engineer in writing immediately. The Contractor is required to forward a copy of correspondence from his subcontractors providing notice of unsuitable work.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**§ 6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. ~~If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15. subrogation..~~

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

### **§ 6.2 MUTUAL RESPONSIBILITY**

**§ 6.2.1** The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### **§ 6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement ~~among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or between the Owner and Contractor; a Construction Change Directive~~ may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.1.4 Modifications shall be in compliance with the Code of the City of Norfolk, Virginia, Chapter 33.1.

### § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 ~~Unit prices stated in the Contract Documents or subsequently agreed upon; Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Architect/Engineer's recommendation to the City as follows;~~

Architect/Engineer will review with Contractor the Architect/Engineer's preliminary determinations on such matters before rendering a written recommendation thereon (by endorsement of an Application for Payment or otherwise). City's written decision thereon (by approval of Application for Payment or otherwise) will be final and binding (except as modified by Architect/Engineer to reflect changed factual conditions or more accurate data) upon Contractor, subject to the provisions of Paragraph 7.3.4.

Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.



- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted adjusted provided that there is no corresponding adjustment with respect to any other item of Work.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and Overhead and profit costs, except where such costs have been determined by means of Paragraph 7.3.3.2 above, wherein such costs are included in the unit prices, shall be determined as follows:

Fifteen percent (15%) of the costs determined above shall be paid for overhead and profit of the Contractor or subcontractor(s) actually performing the work, including, but not limited to, field and home office expense, superintendent, taxes, subsistence expenses of any nature, premiums on bonds, insurance, and all other costs and expenses as determined by the City.

In the event the work is performed by a subcontractor or subcontractors, the Contractor shall be paid ten percent (10%) of the total costs determined above, excluding the subcontractor's or subcontractors' overhead and profit, to cover and compensate the Contractor for its overhead and profit;

- .5 Additional costs of supervision and field office personnel directly attributable to the change.  
Intentionally Omitted.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. Architect plus overhead and profit to actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may not request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect ~~will make an interim determination for purposes of monthly certification for payment for these costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.~~ Contractor may only include the amounts of fully executed Change Orders in the Applications for Payment.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the ~~Owner pending mediation and arbitration;~~ Owner; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

Based upon Applications for Payment submitted to the Engineer by the Contractor and certificates for payment issued by the Engineer, the City shall make monthly progress payments on account of the Contract Sum to the Contractor as provided in these General Conditions of the Contract for Construction as follows:

The City will endeavor to pay the Contractor, on or about the thirtieth (30<sup>th</sup>) calendar day after receipt of Request for Payment, ninety-five (95%) percent of the portion of the Contract Sum properly allocated to labor, materials and equipment incorporated in the work and ninety-five (95%) percent of the portion of the Contract Sum properly allocated to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, less the aggregate of previous payments in each case; provided however, the City, at any time after fifty (50%) percent of the work has been completed, if it finds that satisfactory progress is being made, may in its sole discretion make any of the remaining partial payments in full. Also, upon Substantial Completion of the work, the City may increase total payment to one hundred (100%) percent of the Contract sum, less such retainage as the Engineer shall determine for incomplete work and unsettled claims. But such full payment or payments shall in no manner be construed as reducing the amount of the bond or the liability of the Surety thereon, until Final Completion and acceptance of all lines of work herein set forth. Final Payment shall be made upon completion of all work and acceptance by the Engineer in accordance with the General Conditions.

The action of the Engineer by which the Contractor is to be bound according to the terms of this Contract shall be evidenced by his final estimate and certificate, all prior estimates upon which ninety-five (95%) percent or more may be made, being merely payments on account, and not payments for accepted work, and subject to the corrections of such final estimate, which may be made without notice to the Contractor thereof, or of the measurements upon which the same is based.

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be ~~notarized, if required, certified by an officer of the firm~~ and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may not include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, ~~or by interim determinations of the Architect, but not yet included in Change Orders.~~

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such

materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 failure to comply with obligations under the Contract.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The City reserves the right to determine payment made.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

#### § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor ~~shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the Owner for work performed by any subcontractor under this Agreement:~~

a. Pay the subcontractor for the proportionate share of the total payment received from the Owner attributable to the work performed by the subcontractor under this Agreement; or

b. Notify the Owner and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for work performed by the subcontractor under this Agreement. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the City. A contract modification or Amendment to the Agreement may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor. A Subcontractor inquiry for progress payment and other information shall be directed to the City Attorney's office under the Freedom of Information Act..

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by

the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

#### § 9.7 FAILURE OF PAYMENT

~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.~~ Intentionally Omitted.

#### § 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. The Contractor shall submit a Contractor's release from liens, claims, security interests or encumbrances along with final invoice. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall provide temporary fences, barricades, coverings, or other protection to preserve existing items indicated to remain and to prevent injury or damage to persons or property.

This includes providing protection of the Work, materials, appliances and fixtures against weather, rain, wind, storms, freezing or heat. At the end of the day's work, work likely to be damaged shall be properly protected. For work on existing buildings, the Contractor shall accomplish the work in such a manner that the remainder of the building, and its contents and inhabitants, are fully protected from any weather damage.

The Contractor shall be responsible for ensuring that adequate measures are taken to secure materials and equipment during the progress of the Work to prevent storm-related hazards. It is, therefore, essential that the Contractor take necessary precautions to ensure that openings in the building are monitored carefully. The Contractor shall take immediate actions required to seal off such openings when rain or other detrimental weather is imminent, and at the end of each workday; and ensure that the openings are completely sealed off to protect materials and equipment in the building from damage.

The provisions of this subparagraph take precedence over any similar provisions contained in the technical specifications.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.



§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 HAZARDOUS MATERIALS**

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. ~~If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.~~ Owner. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written ~~agreement of the Owner~~ direction by the City and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

~~§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.~~

**§ 10.3.3. Intentionally Omitted.**

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the ~~site unless such materials or substances are required by the Contract Documents.~~ site. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

**§ 10.4.1 EMERGENCY CONDITIONS.** The issuance of a Declaration of Emergency conditions by any authorized government official may result in the suspension of the Work under the Contract and/or the ordering by the City of additional work. The Contractor shall make available to the City, during the time of the declared emergency, labor and equipment for such services under the terms and conditions of the Contract. Labor and equipment rates shall not exceed FEMA reimbursable rates for the Hampton Roads area. Failure to comply with such emergency directives may result in termination of the Contract by reason of non-compliance.

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

See Subparagraphs 3.18.1 and 10.3.1

**§ 11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

**§ 11.1.2** ~~The insurance required by Section 11.1.1 shall be written for not less than limits of liability.~~ All liability policies shall be written in an occurrence form unless otherwise specifically approved by the City.

The Contractor shall secure and maintain in force insurance, including malicious mischief and vandalism, with minimum acceptable amounts described below, naming the City as additional insured during the life of the Contract:

.1	Worker's Compensation	Statutory
	Employer's Liability	\$200,000 per accident injury
.2	Commercial General Liability	Combined single limit \$3,000,000 or
		\$2,000,000 per occurrence
		\$3,000,000 aggregate
		\$3,000,000 products & completed
		Operations

The Commercial General Liability Insurance required above shall include the following extensions of coverage:

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- (1) The coverage shall be provided under a Comprehensive form of policy or similar thereto.
- (2) X.C.U. Coverage – If the Contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage and Standard Underground Coverage, commonly referred to as XCU liability coverage with limits of \$500,000 per occurrence and \$1,000,000 aggregate.
- (3) Broad Form Property Damage Endorsement.
- (4) Contractual Liability coverage shall be included.
- (5) Protective Liability coverage shall be included to protect the Contractor against claims arising out of operations performed by its Subcontractors.
- (6) Products Liability and/or Completed Operations coverage shall be included.

.3 Comprehensive Automobile Liability including owned, non-owned and hired vehicles:

Combined Single limit each accident	\$2,000,000
Bodily Injured	\$1,000,000 per person
	\$2,000,000 per occurrence
	\$2,000,000 aggregate
Property Damage	\$500,000 per occurrence

.4 Environmental Impairment Liability Insurance. If applicable, as determined by the City, the Contractor shall procure and maintain during the life of the Contract Environmental Impairment Liability Insurance, which shall protect against all claims and costs including, but not limited to, bodily injury or property damage claims (including clean-up costs) caused by pollution conditions, as herein defined, arising from the contracted work. Pollution conditions means the discharge, dispersal, release or escape of smoke vapor, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage. The policy limits will be determined by the City and specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or as prescribed by City, State or Federal law/regulations. Coverages, written on a claims-made basis, shall be maintained without interruption from the date of commencement of the Work until at least one year following the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 All insurance policies required hereunder shall contain an express provision therein, or endorsement attached thereto, worded substantially as follows:

"This is not to be cancelled or become subject to reduction of coverage prior to thirty days after the insured has received written notice mailed to the address noted hereinbefore, as evidenced by return receipt of registered letter."

All insurance certificates and/or policies shall designate the City of Norfolk, its employees, and its agents as "additional insured" regarding the contracted Work.

Certificates of Insurance issued by companies licensed within the Commonwealth of Virginia shall provide the designed insurance.

Contractor shall notify the City in writing within 10 days after receiving notice of any cancellation or reduction in coverage.

Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies

will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

~~§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.~~ **SUBCONTRACTOR'S INSURANCE.** The Contractor shall require all subcontractors to secure and maintain in force containing the same coverage and amounts as described in Subparagraph 11.1.2.

#### § 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.  
Intentionally Omitted.

#### § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. Until the work is completed and accepted by the City, the Contractor shall purchase and maintain a Builder's Risk or property insurance as is appropriate upon the entire work at the Site to the full insurable value thereof.

~~§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.~~

~~§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~

~~§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.~~

~~§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.~~

~~§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or~~

~~companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~

§ 11.3.1.1. Intentionally Omitted.

§ 11.3.1.2. Intentionally Omitted.

§ 11.3.1.3. Intentionally Omitted.

§ 11.3.1.4. Intentionally Omitted.

§ 11.3.1.5. Intentionally Omitted.

**§ 11.3.2 BOILER AND MACHINERY INSURANCE**

~~The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.~~ Intentionally Omitted.

**§ 11.3.3 LOSS OF USE INSURANCE**

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

**§ 11.3.7 WAIVERS OF SUBROGATION**

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished. A Performance Bond and Payment Bond Rider is required for all Change Orders that are in the amount of \$100,000 or greater; or, if the aggregate total of multiple Change Orders is equal to or greater than \$100,000.

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### § 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

#### § 12.2 CORRECTION OF WORK

##### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties

established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

~~§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.~~

§ 12.2.2.3. Intentionally Omitted.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Intentionally Omitted.

### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law,



but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

~~§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:~~

- ~~.1 — Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;~~
- ~~.2 — An act of government, such as a declaration of national emergency that requires all Work to be stopped;~~
- ~~.3 — Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or~~
- ~~.4 — The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.~~

~~§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less:~~

~~§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages:~~

~~§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.~~

#### § 14.1.1: Intentionally Omitted

- .1 ;
- .2 ;
- .3
- .4 .

#### § 14.1.2. Intentionally Omitted.

#### § 14.1.3. Intentionally Omitted

#### § 14.1.4. Intentionally Omitted

### § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, ~~upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,~~ may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not ~~executed~~ executed and costs incurred from this termination.

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 CLAIMS

##### § 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

### § 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 INITIAL DECISION

§ 15.2.1 Decision of Owner. Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial ~~decision, evaluation and recommendation.~~ The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, ~~an initial decision a final decision by the Owner~~ shall be required as a condition precedent to ~~mediation of any Claim litigation of all Claims between the Contractor and Owner~~ arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the ~~Initial Decision Maker Architect~~ with no decision having been ~~rendered, rendered by the Owner.~~ Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not ~~decide evaluate~~ disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The ~~Initial Decision Maker Architect~~ will review Claims and within ten days of the receipt of ~~a the~~ Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) ~~reject-recommend rejection of~~ the Claim in whole or in part, (3) ~~approve-recommend approval of~~ the Claim, (4) ~~suggest-recommend~~ a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to

evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will ~~either reject or approve~~ recommend either rejection or approval of the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will ~~render an initial decision~~ recommend approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The ~~initial Owner's~~ decision shall be final and binding ~~on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution subject to mediation or arbitration.~~

~~§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.6. Intentionally Omitted

§ 15.2.6.1.. Intentionally Omitted.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 MEDIATION

~~§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 15.3.3~~ The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

~~§ 15.3.1. Intentionally Omitted.~~

~~§ 15.3.2... Intentionally Omitted.~~

~~§ 15.3.3... Intentionally Omitted.~~

#### **§ 15.4 ARBITRATION**

~~§ 15.4.1~~ If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

~~§ 15.4.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

~~§ 15.4.2~~ The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 15.4.3~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

~~§ 15.4.1... Intentionally Omitted.~~

~~§ 15.4.1.1.. Intentionally Omitted.~~

~~§ 15.4.2. Intentionally Omitted.~~

~~§ 15.4.3. Intentionally Omitted.~~

#### **§ 15.4.4 CONSOLIDATION OR JOINDER**

~~§ 15.4.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 15.4.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 15.4.4.1. Intentionally Omitted.~~

~~§ 15.4.4.2.. Intentionally Omitted.~~

~~§ 15.4.4.3. Intentionally Omitted.~~

## **PART II**

### **1. SCHEDULES AND REPORTS**

Contractor shall submit for approval the following items in four (4) copies prior to commencing the Work:

a. A complete, detailed construction progress schedule in weekly increments, showing anticipated start and completion of all sections of the Work. Also, see sections 3.10 and 3.10.1

b. A complete list of Subcontractors

c. A breakdown of the Project contract price for use in processing monthly requisitions.

d. A projection of contract's monthly cash flow requirements for the duration of the Project.

e. The above requirements may be waived for small projects at the discretion of the Engineer.

### **2. MINORITY PARTICIPATION**

The Contractor shall notify the City in writing of the names of any minority and disadvantaged business subcontractors to be used on the Project, including the estimated dollar amount of such subcontract and the minority classification of such subcontractors. A minority and disadvantaged business is one that is at least 51% owned by an Asian American, Black, Hispanic, and American Indian, Eskimo, Aleut, or Female.

### **3. EROSION & SEDIMENT CONTROL**

On construction projects that are required by the City's Erosion & Sediment Control ordinance (City Code Chapter 15) to have an approved erosion and sediment control plan, the Contractor shall be required to implement the approved plan and comply with all conditions of the plan. A copy of the approved plan and the Virginia Erosion and Sediment Control Handbook. (Third Edition, 1992) shall be kept at the City. If the Contractor determines that the approved plan cannot be effectively carried out, the Contractor shall be responsible for notifying the plan approving authority and requesting a plan amendment as provided for in the Virginia Erosion and Sediment Control Law (Code of Virginia Title 10.1, Chapter 5, Article 4, Section 10.1-563C).

### **4. RIGHT TO AUDIT**

For cost-reimbursement contracts, change orders issued for fixed priced contracts or other contracts in excess of \$30,000, which include the provisions of services, the Contractor shall retain all books, records and other documents relative to this Contract for five (5) years after final payment or until audited by the Office of the City Auditors shall have full access to and the right to examine and duplicate any of said materials during said period.

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.~~

## SECTION 01010 - SUMMARY OF WORK for MARSTON HOUSE

### PART 1 - GENERAL

#### 1.1 SUMMARY

Section Includes:

1. Project description.
2. Definitions
3. Regulatory requirements.
4. Access to the site and use of the premises.
5. Preconstruction meeting.
6. Security procedures.
7. Coordination.
8. Controls

#### 1.2 PROJECT DESCRIPTION

1. The Public Body is: The City of Norfolk, 7<sup>th</sup> Floor City Hall Building, Norfolk, Virginia 23510.
2. The Construction Manager is: Engineering Concepts, Inc., 20 South Roanoke Street, Fincastle Virginia, 24090
3. The work consists of:
  - a. Turn-key elevation of 1 house, including all necessary site work, grading, foundation and footer installation and modifications, access and egress modifications, and utility extensions. All work to be performed to meet all applicable city and state building codes and in accordance with State and Federal Program regulations. The Contractor will be responsible for obtaining permits in accordance to the policies and requirements of the city. General Contractor shall have a minimum of 5 years experience with the elevation of homes and have elevated at least 5 homes in the past 5 years. The work includes, but is not limited to:
    - (1) Elevation
      - (a) Elevate existing structure, including additions to home, enclosed porches, chimneys and porch roof, but excluding all detached structures.
      - (b) Provide new pressure treated, minimum 0.4 CCA ground contact sill plate for entire structure.

(c) Extend downspouts to grade and provide pre-cast concrete splash blocks.

(d) Structure shall be vacant during all construction activity that involves the elevation of the home.

(e) Any interior floors, including existing concrete slabs that are damaged beyond repair as a result of this work shall be replaced with wooden floor joists and plywood flooring as required by code.

(f) Remove and dispose offsite at a legal landfill all debris generated from this work from the yard, landscaped areas, or any other portions of the property.

(g) The concrete slabs may be elevated or replaced with a wooden floor built to current code requirements.

(2) Foundation

(a) Install new construction, masonry wall foundations, (see structural drawings) chimney supports, and interior masonry piers up to new structure elevation. Provide termite shields on new foundation walls. (see structural drawings) Provide new interior 8" CMU pilasters with reinforced concrete footings where necessary.

(b) Reinforcing dowels shall be placed in all continuous perimeter 8" CMU masonry foundation walls. The minimum reinforcing shall be #5 bars spaced per applicable codes. All hollow masonry cells that will contain the reinforcing shall be filled with 3000 psi pea gravel concrete from footer to sill plate.

(c) Install galvanized horizontal joint reinforcing between block runs in mortar joints through total run of block. Reinforcing should be installed in every other course.

(d) Home shall be properly secured to foundation; per applicable city and state codes.

(e) Houses with a brick exterior shall be elevated with brick only if it the most cost effective way for the exterior of the house. Contractor shall provide 12" CMU to support brick. Otherwise brick shall be removed and disposed of properly and vinyl siding shall be installed. Color to be selected by home owner.



(3) Vents

(a) Provide foundation vents and flood vents as required by code. Flood vents shall be Engineer Certified Smart Vent or an approved equal submitted for review prior to the bid due date. From FEMA Technical Bulletin 1, 2008, "Non-engineered openings are used to meet the NFIP's prescriptive requirement of 1 square inch of net open area for every square foot of enclosed area. As an alternative, engineered openings that have characteristics that differ from non-engineered openings may be used provided they are designed and certified by a registered design professional as meeting certain performance characteristics described in this Technical Bulletin". All flood vents shall be located within 12 inches of the adjacent grade spread equally on all walls. Air vents shall be placed on all exterior walls per code requirements. Install vents that cannot be closed by human intervention. The vents are to be permanently opened with bug screens. Provide one new crawl space access door per crawl space area. Provide steel or masonry lintels at all masonry openings greater than 8" X 16". Vent doors that release shall be anchored inside of the foundation.

(4) Decks Porches, Stoops Etc.

(a) All existing wooden decks, stoops, porches, etc. shall remain and be elevated unless required to be removed for new construction or code issues. Coordinate the removal of existing concrete porches with the homeowner.

(b) When new landings, stairs, and railings are provided at entrances, the dimensions of the new porch shall be 6 feet wide by 6 feet long. Provide stair rise and run required by code and site conditions. Provide stairs that meet all applicable codes. Where existing concrete sidewalks exist at the front porch, the new concrete landings at base of stairs shall tie into the existing sidewalk. Contractor shall coordinate the placement direction of the new stairs with the property owner prior to constructing the new stairs.

(c) Provide ground access to wood porches, stairs, and railings.

(d) All construction shall stay within the property setback limits and meet all applicable code requirements.

(5) Site

(a) All sidewalks and driveways shall remain intact and undamaged as a result of this construction. Any damaged sidewalk(s) or driveways shall be replaced with like materials to pre-construction dimensions at contractor's expense.

(b) Any fencing that is removed for construction will need to be placed back in the same condition as before construction.

(c) All landscaping shall remain as it currently exists unless required to be removed for new construction. Coordinate removal of landscaping with Homeowner prior to removal. The property shall be restored to pre-existing conditions in regards to the contractor replanting any vegetation the contractor / homeowner moved prior to construction. The complete replanting of flower beds, etc. is the responsibility of the homeowner.

(d) Permanent seeding shall be applied to all disturbed areas in accordance with the Virginia Erosion and Sediment Control Handbook, Latest Edition.

(e) Right of Way Permit and proper fees to the City and VDOT for the placement and usage of a trash receptacle in the street.

(6) Crawl Space

(a) Insulation at underside of floor is required per code. If it is damaged as a result of work performed on this project it must be replaced at the contractor's expense. If no insulation exists, the homeowner will be responsible for furnishing.

(b) Provide lighting in crawl spaces as per code requirements.

(c) Contractor shall provide sand/fill dirt under the house to the same elevation as the ground on the outside of the house.

(d) Contractor shall install moisture barrier under the house per applicable City codes.

(7) Utilities

(a) Extend all utilities (water, sewer, cable, phone, gas etc.) with the house. Electric meter base shall be located as per applicable codes and coordinated with utility company. Contractor coordinates disconnection and re-connection with utility companies. Contractor pays all utility fees associated.

(b) Raise all heat pumps/HVAC units (including exterior units) so that the bottom of the unit is at the same elevation as the new finished floor. Provide pressure treated (0.40 CCA) wood platform and posts to support the units where necessary.

(c) If HVAC ductwork or other qualifying utilities are found to be below the Base Flood Elevation then contractor shall elevate structure so that ductwork is at or above the Base Flood Elevation. Contractor shall replace any and all damaged HVAC ductwork that is damaged as a result of this construction at his/her expense.

(d) If oil heat is the primary source of heat and if oil supply to the furnace is determined to be inadequate as a result of the new house elevation, then the Contractor shall provide a pump per manufacturer's recommendations to ensure proper flow of heating oil to the furnace. Contractor shall ensure that the heating and cooling systems perform to their pre-construction conditions at the completion of the work.

(e) If an oil pump cannot be used to supply oil to the heating source, then the oil tanks shall be raised either by constructing a concrete foundation and 8" CMU pier walls, with a saddle shape to the same height the house is being raised, or by constructing a metal stand painted the same color as the foundation that meets code requirements, for the tank to sit on. If the tanks are elevated for a gravity system then an access platform with stairs to the oil tank shall be constructed of pressure treated lumber (0.40 CCA) according to applicable building code requirements. Contractor shall coordinate direction and location of this access platform with homeowner.

(f) All existing oil tanks shall be properly fastened/anchored to the existing supporting stands and the ground.

(g) Provide insulation on all exposed water line, even if there was no insulation before. Insulation shall have a minimum R value of 20.

(h) Repair of pre-existing conditions above the sill plate; unless specifically indicated is not part of this project's scope. For example rotten floor joists, utility problems, existing cracks in walls, etc. The contractor shall document and bring these potential problems to the homeowner's attention for correction by the homeowner.

4. Additional House requirements

a. **1503 Lea View Street (crawl foundation)**

(1) The existing top of lowest floor is 4.9', the base flood elevation in this area is 8.1'. The proposed sill plate (top of block) shall be 3' above the base flood elevation or 11.1'. The floor section is approximately 1.9' (Contractor to Verify). The house will be raised approximately 8.1', with a final finished floor elevation of approximately 13.0' (11.1' + 1.9').

(2) Soils work for this property has been completed by GET Solutions. The results of the soils work indicate that a waffle foundation will need to be constructed as per the structural drawings included.

(3) Contractor shall notify Construction Manager once the house has been elevated. Foundation drawings may require some modification after house is elevated as access to the crawl space is limited and minor adjustments to these drawings may be necessary to accommodate actual conditions.

(4) The front concrete and brick porch will remain in place. Access will be from a wooden stoop per the specs that will use the existing porch as a foundation.

(5) Must comply with CBPA requirements.

1.3 DEFINITIONS

1. **Furnish:** To supply products to the project site, including delivering, unloading and replacing damaged and rejected products.

2. **Install:** To put products in place in the work ready for the intended use, including unloading, unpacking, handling, storing, assembling, installing, erecting, placing, applying, anchoring, working, finishing, curing, protecting, cleaning, and similar operations.

3. **Provide:** To furnish and install products.

4. **Indicated:** Shown, noted, scheduled, specified, or drawn, somewhere in the contract documents.

5. **Required:** Necessary to satisfy the provisions of the contract documents and/or applicable regulations.

## 1.4 REGULATORY REQUIREMENTS

1. All work will be performed in accordance with the governing regulations. The following regulations are applicable to this project:

- a. The International Building Code Current Edition.
- b. The Virginia Department of Transportation Road and Bridge Specifications, Current Addition.
- c. The Virginia Department of Transportation Road and Bridge Standards, Volumes I & II, Current Addition.
- d. Virginia Department of Health Waterworks Regulations, Current Addition.
- e. Virginia Department of Health Sewage Collection and Treatment Regulations, Current Addition.
- f. Virginia Department of Health Sewage Handling and Disposal Regulations, Current Addition.
- g. Virginia Erosion and Sediment Control Handbook, Current Addition.
- h. CABO One and Two Family Dwelling Code, Current Addition.
- i. Right of Way Permit and proper fees to the City and VDOT for the placement and usage of a trash receptacle in the street.
- j. FEMA regulations
- k. City of Norfolk ordinances and codes

2. Other regulations may also be applicable.

3. Submit a copy of all permits, licenses, and similar permissions obtained, and receipts for fees paid, to the Construction Manager.

4. Prior to reoccupancy, the elevated home shall be suitable for occupancy as determined by the Norfolk City Building Official. The Contractor shall provide Construction Manager with a copy of the occupation permit issued by City official's final inspection.

## 1.5 ACCESS TO THE SITE AND USE OF THE PREMISES

1. The space available to the Contractor for the performance of the work, either exclusively or in conjunction with others performing other construction as part of the project, is limited to the existing property on which the house is located and the proposed relocation property (where applicable). Other areas are off limits to all construction personnel, including vehicular access and parking.

## PART 3 - EXECUTION

### 3.1 PRECONSTRUCTION MEETING

1. A preconstruction meeting will be held at a time and place designated by the Construction Manager, for the purpose of identifying responsibilities of the Public Body's and the Construction Manager's personnel and explanation of administrative procedures.
2. The Contractor shall discuss the following items at this meeting:
  - a. Construction schedule.
  - b. Use of areas of the site.
  - c. Delivery and storage.
  - d. Safety.
  - e. Security.
  - f. Cleaning up.
  - g. Subcontractor procedures.
  - h. Submittals.
  - i. Change orders.
  - j. Applications for payment.
  - k. Record documents.
  - l. Inspection and Testing.
- e. Attendees shall include representatives of:
  - a. The Public Body.
  - b. The City employees associated with the project
  - c. The Construction Manager and any consultants.
  - d. The Contractor and its superintendent.
  - e. Major subcontractors, suppliers, and fabricators.
  - f. Others interested in the work.

### 3.2 COORDINATION

1. Coordination of related activities of the City of Norfolk and the Construction Manager is the responsibility of the contractor.
2. Contractor shall coordinate with the City of Norfolk, and utility companies concerning the installation and the payment for relocation of overhead, underground utility (electric, cable, gas and telephone) lines.
3. Any "side deals" requested by the owner to the contractor for additional services shall be paid for by the owner and shall not increase the timeline of the project.

### 3.3 CONTROLS

1. The Contractor will be responsible for establishing field controls for construction purposes.

END OF SECTION 01010

## ***Photographs of the House***

Property Address: 1503 Lea View Street

**Front**



Property Owner: Deborah and Dennis Marston

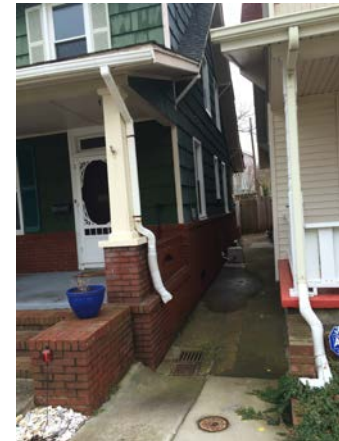
**Back**



**Left side**



**Right side**



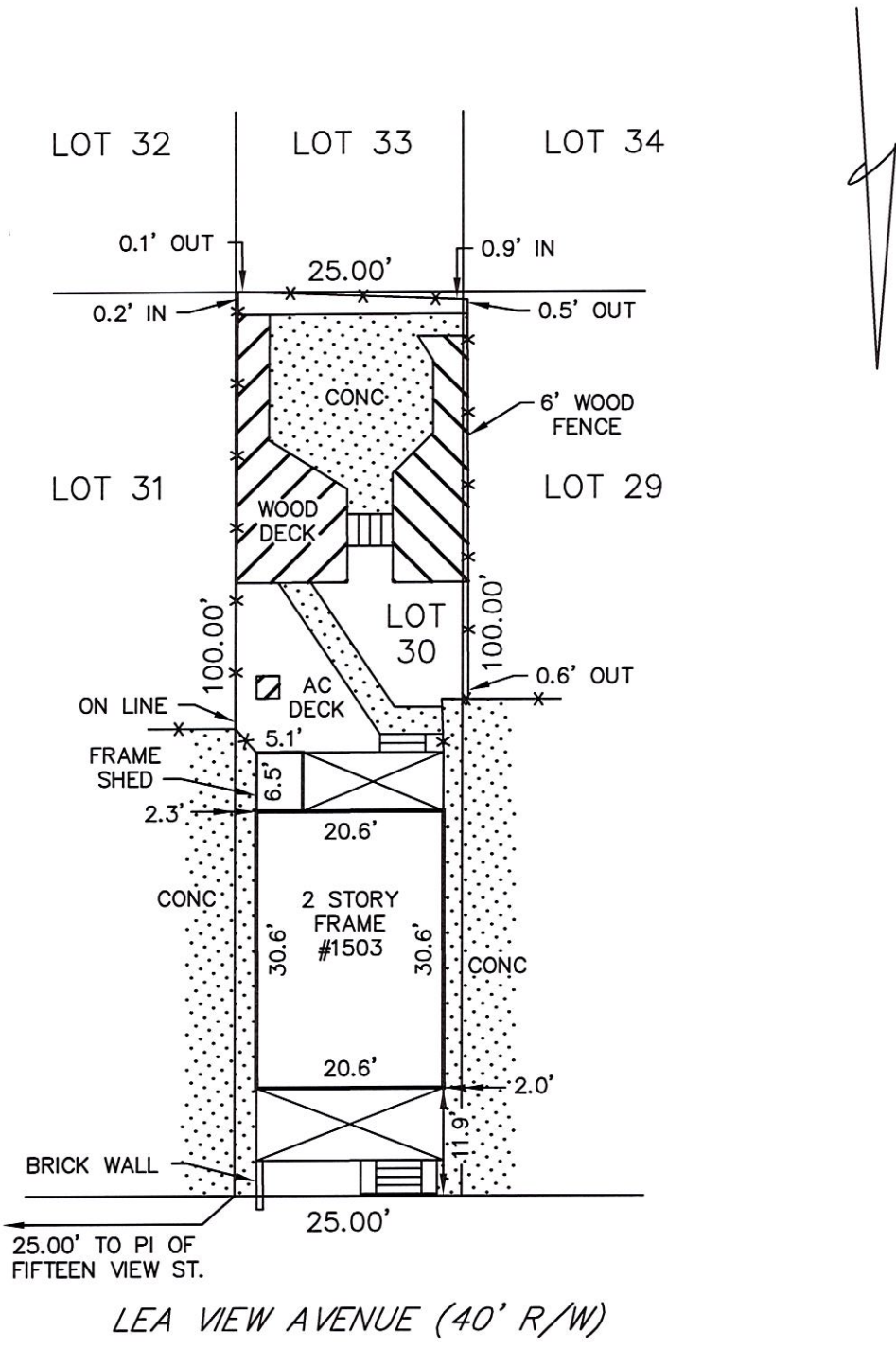


THIS IS TO CERTIFY THAT I, ON APR. 1, 2014, SURVEYED THE PROPERTY SHOWN HEREON AND THAT THE TITLE LINES AND PHYSICAL IMPROVEMENTS ARE AS SHOWN HEREON. THE IMPROVEMENTS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OF OTHER BUILDINGS EXCEPT AS SHOWN.

SIGNED: *[Signature]*

NOTES:

- 1) THE PROPERTY SHOWN HEREON APPEARS TO LIE IN "AE" (8.1) FLOOD ZONE ACCORDING TO F.E.M.A. MAP PANEL NO. 510104-0015F REVISED SEPT. 2, 2009.
- 2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, AND MAY NOT SHOW ANY/ALL EASEMENTS AFFECTING THE PROPERTY.



PHYSICAL SURVEY  
OF  
LOT 30, BLOCK A  
PROPERTY OF THE  
WILLOUGHBY HOLDING CORP.  
NORFOLK, VIRGINIA  
FOR  
DENNIS A. MARSTON AND  
DEBORAH MARSTON

DATE: APR. 1, 2014  
SCALE: 1"=20'  
NOTE: FOR PLAT SEE  
M.B. 16 PG. 60  
CHESAPEAKE, VA

WARD M. HOLMES  
LAND SURVEYOR, P.C.  
9225 GRANBY STREET  
NORFOLK, VIRGINIA 23503  
757-480-1230





1. BEFORE PROCEEDING WITH ANY WORK WITHIN THE EXISTING FACILITY, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH EXISTING STRUCTURAL AND OTHER CONDITIONS. IF SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALL NECESSARY BRACING, SHORING AND OTHER SAFEGUARDS TO MAINTAIN ALL PARTS OF THE EXISTING WORK IN A SAFE CONDITION DURING THE PROCESS OF CONSTRUCTION AND TO PROTECT THE EXISTING WORK FROM DAMAGE. SHORING INSTALLATION SHALL COMPLY WITH ALL APPLICABLE CODES INCLUDING OSHA REQUIREMENTS.
2. THE CONTRACTOR SHALL FIELD VERIFY THE DIMENSIONS, ELEVATIONS, ETC. NECESSARY FOR THE PROPER CONSTRUCTION AND ALIGNMENT OF THE NEW PORTIONS OF THE WORK TO THE EXISTING WORK..
3. THE STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND CIVIL DRAWINGS (IF DRAWINGS ARE APPLICABLE) THAT COMPRISE THE COMPLETE DOCUMENT SET FOR THIS PROJECT. THE CONTRACTOR SHALL VERIFY THE REQUIREMENTS OF OTHER TRADES AS TO SLEEVES, CHASES, ANCHORS, INSERTS, HANGERS, HOLES, ETC. TO BE PLACED IN THE STRUCTURAL WORK.
4. WHERE A SECTION OR DETAIL IS SHOWN FOR ONE CONDITION, IT SHALL APPLY TO ALL LIKE AND SIMILAR CONDITIONS.
5. UNDER NO CIRCUMSTANCES SHALL THE CONTRACT DRAWINGS BE REPRODUCED AND USED AS SHOP DRAWINGS.

1. THE STRUCTURE WAS DESIGNED IN ACCORDANCE WITH THE 2009 EDITION OF THE VIRGINIA UNIFORM STATEWIDE BUILDING CODE (VUSBC). THE FOLLOWING LOADS, IN ADDITION TO THE DEAD LOADS OF THE PERMANENT MATERIALS AND CONSTRUCTION, WERE USED.

ROOF LIVE LOAD . . . . .	.20 PSF
<u>FLOOR LIVE LOADS:</u>	
LIVING AREAS . . . . .	.40 PSF
SLEEPING AREAS . . . . .	.30 PSF
ATTIC SPACE . . . . .	.20 PSF
<u>SNOW LOADS:</u>	
GROUND SNOW LOAD . . . . .	P <sub>g</sub> = 12 PSF
SNOW IMPORTANCE . . . . .	I <sub>s</sub> = 1.0
THERMAL CATEGORY . . . . .	C <sub>t</sub> = 1.0 (HEATED)
SNOW EXPOSURE FACTOR . . . . .	C <sub>e</sub> = 1.0 (PARTIALLY EXPOSED)
<u>WIND LOADS:</u>	
BASIC WIND SPEED (3 SECOND GUST) . . . . .	100 MPH
IMPORTANCE FACTOR . . . . .	1.0
WIND EXPOSURE . . . . .	B

1. THE FOUNDATIONS WERE DESIGNED FOR A MAXIMUM ALLOWABLE NET SOIL BEARING PRESSURE OF 1500 PSF. THE SOILS BENEATH THE PROPOSED FOOTINGS SHALL BE CAPABLE OF SAFELY SUPPORTING THIS LOAD WITHOUT EXCESSIVE SETTLEMENT. ANY UNUSUAL SOIL CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.
2. ELEVATIONS TO TOP OF ALL FOOTINGS SHALL BE SHOWN ON THE FOUNDATION PLAN. EXCAVATION DEPTHS ARE A MINIMUM AND SHALL BE LOWERED IF APPROVED BY THE ARCHITECT/ENGINEER TO OBTAIN THE DESIGN BEARING PRESSURE. CONTRACTOR SHALL REVIEW THE GEOTECHNICAL REPORT (IF APPLICABLE) PRIOR TO STARTING FOUNDATION CONSTRUCTION.
3. SOFT, AND OTHERWISE UNSATISFACTORY, SOILS BENEATH PROPOSED FOUNDATION ELEMENTS SHALL BE REMOVED AT THE DIRECTION OF THE ARCHITECT/ENGINEER AND BACKFILLED WITH PROPERLY COMPACTED MATERIALS.
4. EARTH FORMED FOOTINGS SHALL CONFORM TO THE SHAPE, LINES AND DIMENSIONS AS SHOWN ON THE FOUNDATION PLAN. BEFORE PLACING CONCRETE, ALL EMBEDDED ITEMS SHALL BE PROPERLY PLACED, ACCURATELY POSITIONED, AND MAINTAINED SECURELY IN PLACE.
5. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PREVENT STORMWATER FROM ENTERING FOUNDATION EXCAVATIONS. ALL WATER SHALL BE REMOVED BEFORE DEPOSITING CONCRETE. CONCRETE SHALL NOT BE PLACED ON SOFT, SATURATED SOIL.
6. WALL FOOTINGS SHALL BE CENTERED ON THE WALLS AND COLUMN FOOTINGS SHALL BE CENTERED ON THE COLUMNS, UNLESS OTHERWISE NOTED.
7. PIPES NOT RUN THROUGH STANDARD FOOTINGS. STEP FOOTINGS FOR PIPES TO RUN ABOVE TOP OF FOOTING, UNLESS OTHERWISE NOTED. SEE PLUMBING DRAWINGS FOR PIPE LOCATIONS. MAINTAIN A MINIMUM OF 3 INCHES CLEARANCE FROM REINFORCING STEEL TO ALL PIPES.

1. STEEL SHAPES SHALL BE ASTM A36.
2. STEEL SHALL BE COATED WITH A PRIMER AND EPOXY TOP COAT.

1. ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI 301 "STRUCTURAL CONCRETE FOR BUILDINGS" AND ACI 318/318R "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE."
2. CONCRETE PROTECTION FOR REINFORCING STEEL AND OTHER GENERAL REQUIREMENTS OF PLACING AND FABRICATION OF REINFORCING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "THE AMERICAN CONCRETE INSTITUTE BUILDING CODE REQUIREMENTS" (ACI 318).
3. ALL CAST-IN-PLACE CONCRETE SHALL BE NORMAL WEIGHT CONCRETE AND ATTAIN AN ULTIMATE COMPRESSIVE STRENGTH OF 3,500 PSI AT AN AGE OF 28 DAYS.

(CONTINUED)

4. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60 DEFORMED BARS UNLESS OTHERWISE NOTED. ALL REINFORCING STEEL MARKED CONTINUOUS (CONT.) SHALL BE LAPPED 42 BAR DIAMETERS AT SPLICES (PER CHART BELOW), UNLESS OTHERWISE NOTED.

REQUIRED STEEL REINFORCING BAR LAPS IN CAST-IN-PLACE CONCRETE			
BAR SIZE	BAR DIAMETER	X42 BAR DIAMETER	REQUIRED SPLICE
#3	0.375"	X42	15.75"
#4	0.500"	X42	21.00"
#5	0.625"	X42	26.25"
#6	0.750"	X42	31.50"

5. ALL WELDED WIRE FABRIC SHALL BE IN ACCORDANCE WITH ASTM A185 (FLAT SHEETS ONLY).
6. THE SLUMP OF CAST-IN-PLACE CONCRETE SHALL NOT EXCEED 4 INCHES WITHOUT A HIGH RANGE WATER REDUCING ADMIXTURE. THE SLUMP OF CAST-IN-PLACE CONCRETE WITH THE USE OF A HIGH RANGE WATER REDUCING ADMIXTURE SHALL NOT EXCEED 8 INCHES. ALL CONCRETE EXPOSED TO WEATHER SHALL BE AIR-ENTRAINED 5% TO 7%.
7. ALL REINFORCING STEEL AND EMBEDDED ITEMS SUCH AS ANCHOR BOLTS AND WELD PLATES SHALL BE ACCURATELY PLACED IN THE POSITIONS SHOWN AND ADEQUATELY TIED AND SUPPORTED BEFORE CONCRETE IS PLACED TO PREVENT DISPLACEMENT BEYOND PERMITTED TOLERANCES. "WET-SETTING" OF REINFORCING STEEL IS PROHIBITED.
8. MINIMUM CONCRETE COVER FOR PROTECTION OF REINFORCEMENT SHALL BE AS FOLLOWS, UNLESS OTHERWISE NOTED:
- |   |  |
|---|--|
| CONCRETE CAST AGAINST AND<br>PERMANENTLY EXPOSED TO EARTH . . . . .                             | .3 INCHES  |
| CONCRETE CAST AGAINST FORMWORK AND<br>PERMANENTLY EXPOSED TO EARTH OR WEATHER . . . . .         | NO. 6 THROUGH NO 18. BARS . . . . .2 INCHES<br>NO. 5 BAR & SMALLER, W.W.F. . . . .1 1/2 INCHES |
| CONCRETE CAST AGAINST FORMWORK AND<br>NOT EXPOSED TO WEATHER OR IN CONTACT WITH EARTH . . . . . | NO. 14 & NO. 18 BARS . . . . .1 1/2 INCHES<br>NO. 11 BAR & SMALLER . . . . .3/4 INCHES         |
9. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS OF CONCRETE MIX DESIGN AND TEST REPORTS. THE MIX DESIGN SHALL INCLUDE ALL PROPERTIES OF THE MIX, MATERIALS USED IN THE CONCRETE AND ACTUAL CONCRETE STRENGTH. SHOP DRAWINGS FOR CONCRETE REINFORCEMENT SHALL ALSO BE PROVIDED, INCLUDING REINFORCING AND WELDED WIRE FABRIC.

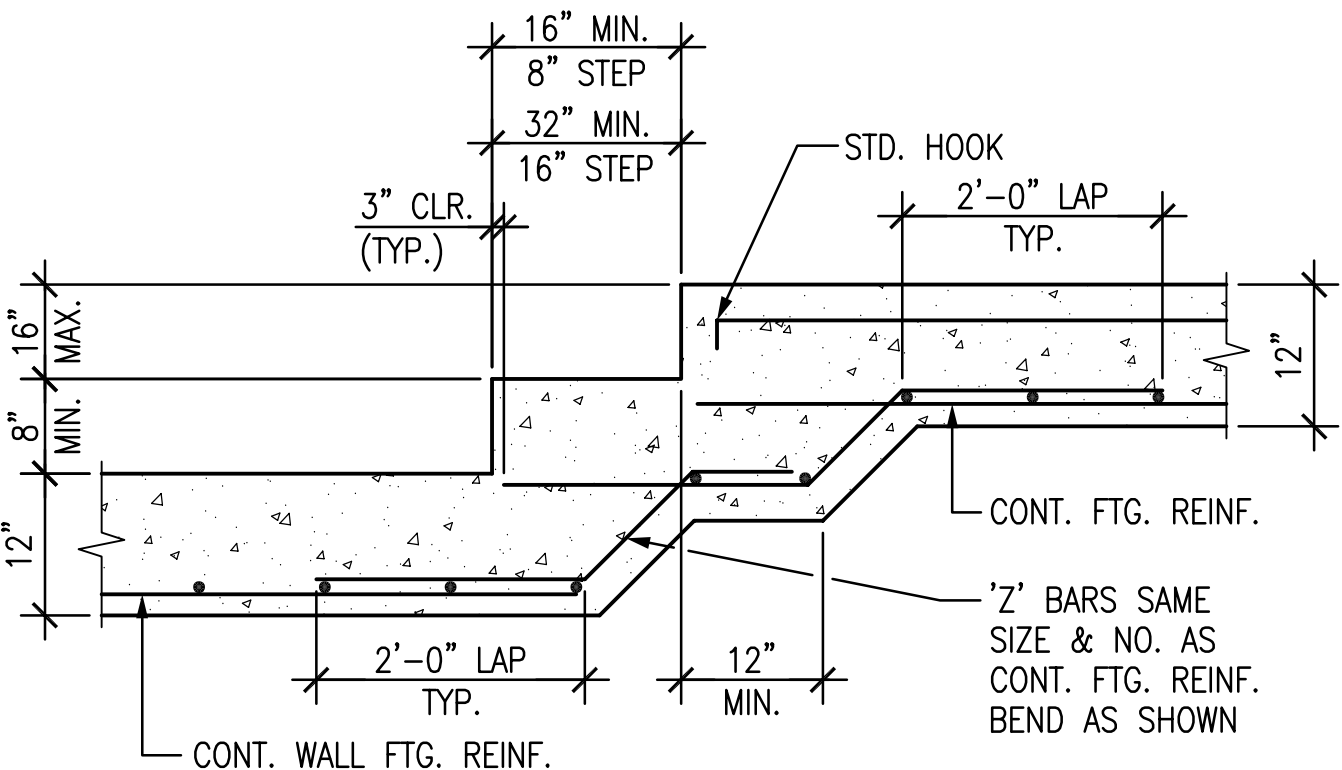
1. ALL MASONRY CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI 530-08, "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES" AND ACI 530.1-08, "SPECIFICATIONS FOR MASONRY STRUCTURES."
2. ALL CONCRETE MASONRY UNITS SHALL BE IN ACCORDANCE WITH ASTM C-90 "SPECIFICATIONS FOR HOLLOW LOAD-BEARING UNITS" AND SHALL HAVE A 28-DAY COMPRESSIVE STRENGTH OF  $F'_m = 1500$  PSI.
3. ALL MORTAR FOR USE IN ENGINEERED MASONRY BEARING WALLS SHALL BE IN ACCORDANCE WITH ASTM C-270 TYPE "S" MORTAR. ALL MASONRY GROUT SHALL BE IN ACCORDANCE WITH ASTM C476 AND SHALL OBTAIN A 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI.
4. PROVIDE DOWELS OUT OF FOOTING AT ALL EXTERIOR AND LOAD-BEARING MASONRY WALLS, PROVIDE STANDARD ACI HOOK ON END OF BAR INTO FOOTING. NUMBER, SIZE AND SPACING OF DOWELS SHALL MATCH WALL REINFORCING. DOWELS SHALL BE WIRE TIED AND NOT PUSHED INTO WET CONCRETE.
5. ALL REINFORCING STEEL SHALL BE IN ACCORDANCE WITH ASTM A615, GRADE 60 DEFORMED BARS. CENTER REINFORCING BARS IN BLOCK CELLS UNLESS OTHERWISE NOTED.
6. THE MASONRY CONTRACTOR SHALL BUILD, REINFORCE, AND GROUT THE WALLS IN NO GREATER THAN 4'-0" LIFTS, VIBRATING GROUT IMMEDIATELY AFTER EACH LIFT.
7. LAP ALL REINFORCING IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE AT SPLICES. REFER TO CHART BELOW FOR SPLICE REQUIREMENTS. FULLY GROUT ALL REINFORCED CELLS.

REQUIRED STEEL REINFORCING BAR LAPS IN REINFORCED MASONRY ( $f'_m = 1,500$ PSI)				
BAR SIZE	6" CMU	8" CMU	10" CMU	12" CMU
#3	19"	19"	19"	19"
#4	25"	25"	25"	25"
#5	40"	32"	32"	32"

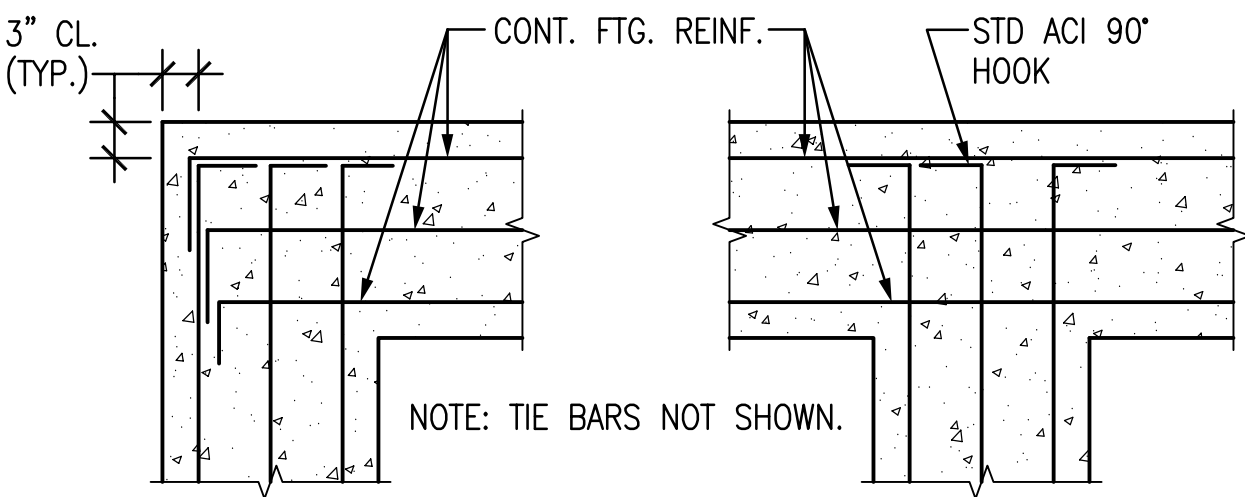
8. PROVIDE GALVANIZED HORIZONTAL LADDER (EXTERIOR CONDITION)/TRUSS (INTERIOR CONDITION) TYPE JOINT REINFORCING WITH NO. 9 GAGE CROSS RODS AT 16" ON CENTER ON ALL WALLS.
9. DIMENSIONS SHOWN FOR CMU WALLS ARE NOMINAL BLOCK. HOLD DIMENSIONS TO OUTSIDE FACE OF CMU.
10. REFER TO ARCHITECTURAL DRAWINGS FOR ANY ADDITIONAL GROUTING REQUIREMENTS.
11. VERTICAL REINFORCEMENT SHALL BE HELD IN POSITION AT TOP AND BOTTOM AND AT INTERVALS NOT EXCEEDING 192 BAR DIAMETERS OF THE REINFORCEMENT.
12. PROVIDE ONE VERTICAL BAR OF THE SIZE AS WALL REINFORCING AT CORNERS AND ENDS OF WALLS. REFER TO TYPICAL WALL REINFORCING DETAILS ON SHEET S2.01.

1. LUMBER SHALL BE NO. 2 SOUTHERN YELLOW PINE PRESERVATIVE TREATED AWPB UCI-13, UC2.

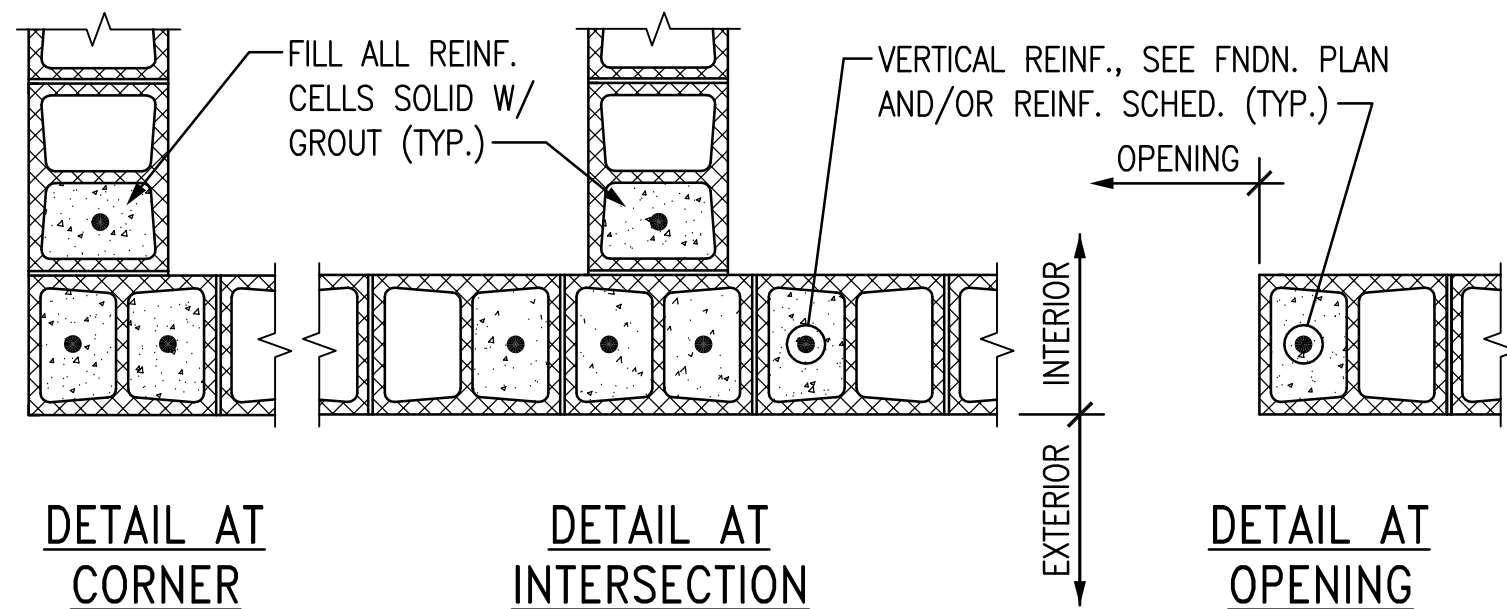
ACI	AMERICAN CONCRETE INSTITUTE	GA.	GAGE
ADDIT.	ADDITIONAL	GALV.	GALVANIZED
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	HORIZ.	HORIZONTAL
ARCH.	ARCHITECTURAL	INFO.	INFORMATION
ASTM	AMERICAN STANDARD FOR TESTING OF MATERIALS	KSI	KIPS PER SQUARE INCH
		LLH	LONG LEG HORIZONTAL
		LLV	LONG LEG VERTICAL
		LT.	LIGHT
AWS	AMERICAN WELDING SOCIETY	L.W.	LONG WAY
BLDG.	BUILDING	MANUF.	MANUFACTURER
B.O.	BOTTOM OF	MAS.	MASONRY
BOTT.	BOTTOM	MAX.	MAXIMUM
BRG.	BEARING	MIN.	MINIMUM
Q	CENTERLINE	MECH.	MECHANICAL
CLR.	CLEAR	MTL.	METAL
CMU	CONCRETE MASONRY UNIT	o/c	ON CENTER
COL.	COLUMN	OPNG.	OPENING
CONC.	CONCRETE	OPP.	OPPOSITE
CONN.	CONNECT/CONNECTION	PEJ	PREMOLDED EXPANSION JOINT
CONT.	CONTINUE/CONTINUOUS	PROJ.	PROJECTION
COORD.	COORDINATE	PSF	POUNDS PER SQUARE FOOT
DBL.	DOUBLE	PSI	POUNDS PER SQUARE INCH
DEMO.	DEMOLISH/DEMOLITION	P.T.	PRESSURE TREATED
DET.	DETAIL	REINF.	REINFORCED/REINFORCING
DIA.	DIAMETER	REQ'D.	REQUIRED
DIAG.	DIAGONAL	SECT.	SECTION
DWGS.	DRAWINGS	SIM.	SIMILAR
EA.	EACH	STD.	STANDARD
E.F.	EACH FACE	STRUCT.	STRUCTURAL
E.W.	EACH WAY	S.W.	SHORT WAY
ELEV.	ELEVATION	THK.	THICK
EMBED.	EMBEDDED/EMBEDMENT	T.O.	TOP OF
EQ.	EQUAL/EQUALLY	TYP.	TYPICAL
EXIST.	EXISTING	U.O.N.	UNLESS OTHERWISE NOTED
F.F.	FINISHED FLOOR	VERT.	VERTICAL
FLR.	FLOOR	W.P.	WORKING POINT
FNDN.	FOUNDATION	WWF	WELDED WIRE FABRIC
FTG.	FOOTING	W/	WITH
F.V.	FIELD VERIFY		



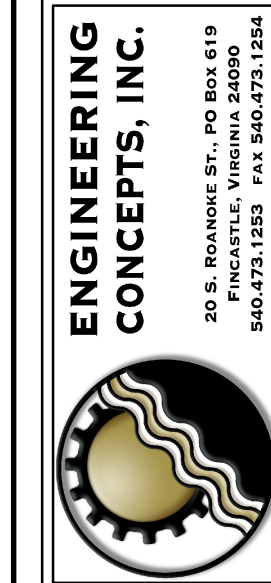
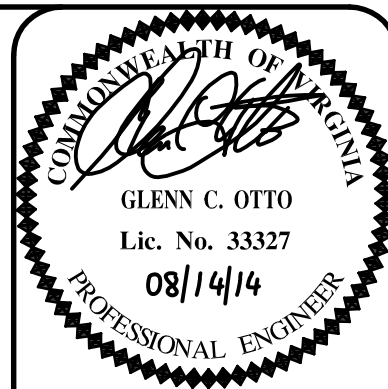
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NOT TO SCALE



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6371 Center Drive  
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www.McPhersonDes

**McPHERSON DESIGN GROUP** p.c.  
**STRUCTURAL ENGINEERS**

**MARSTON RESIDENCE**  
1503 LEA VIEW AVENUE  
NORFOLK, VIRGINIA

GENERAL NOTES &amp; TYPICAL DETAILS

# S0.01







# REPORT OF SUBSURFACE INVESTIGATION AND GEOTECHNICAL ENGINEERING SERVICES

**1503 Lea View Street**

**Norfolk, Virginia**

**G E T Project No: VB14-156G**

**April 22, 2014**

**PREPARED FOR:**  
**Engineering**  
**Concepts, Inc.**

April 22, 2014

TO: **Engineering Concepts, Inc.**  
20 South Roanoke Street, P.O. Box 619  
Fincastle, Virginia 24090

Attn: Mr. J. Scott Caldwell, P.E.

RE: Report of Subsurface Exploration and Geotechnical Engineering Services  
**1503 Lea View Street**  
Norfolk, Virginia  
**G E T** Project No: VB14-156G

Dear Mr. Caldwell:

In compliance with your instructions, we have completed our Geotechnical Engineering Services for the referenced project. The results of this study, together with our recommendations, are presented in this report.

Often, because of design and construction details that occur on a project, questions arise concerning subsurface conditions. **G E T Solutions, Inc.** would be pleased to continue its role as Geotechnical Engineer during the project implementation.

Thank you for the opportunity to work with you on this project. We trust that the information contained herein meets your immediate need, and should you have any questions or if we could be of further assistance, please do not hesitate to contact us.

Respectfully Submitted,  
**G E T Solutions, Inc.**



Matthew R. English, E.I.T.  
Project Engineer



Bruce R. Spiro, P.E.  
Principal Engineer  
Virginia Lic No.: 015791

Copies: (1) Client



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## **EXECUTIVE SUMMARY**

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The project site is located at 1503 Lea View Street in Norfolk, Virginia. The project site is currently a residential wood-frame structure. The development at this site is to consist of raising the existing wood-frame structure 5 to 7 feet above its current elevation while replacing the existing foundation if deemed necessary. The first floor is supported over a crawl space. The maximum wall loads associated with this building are 1.5 klf.

The subsurface soil conditions at the project site consist of a Fill stratum to a depth of 2 feet underlain by very loose to medium dense SAND to a depth of 28 feet. A very soft Fat CLAY (CH) layer was encountered at a depth of 28 feet below grade. The groundwater table was encountered at a depth of approximately 2 feet below grade at the boring locations. Based on these soil conditions the following recommendations are provided:

- The existing structure shall be properly supported during the construction process.
- Assessment of the suitability of the existing foundations can take place once the structure is temporarily supported and the foundations are exposed.
- The proposed structure can be supported by shallow foundations bearing upon firm natural soil or well-compacted structural fill material. The footings can be designed using a net allowable soil pressure of 2,000 pounds per square foot (psf). In order to develop the recommended bearing capacity of 2,000 pounds per square foot (psf), the base of the footings should have an embedment of at least 18 inches beneath finished grades and wall footings should have a minimum width of 18 inches.
- An alternative to the above recommendation would be to support the new foundations using piles. This will require deeper borings in order to establish pile design criteria (piles should be expected to be 50 to 75 feet in length). This alternative will essentially eliminate the risk of future settlements, but will also be more costly.
- It is estimated that, with proper site preparation, the maximum resulting post-construction total and differential settlements of the foundations should be up to 1 inch and 1/2-inch, respectively.

This summary briefly discusses some of the major topics mentioned in the attached report. Accordingly, this report should be read in its entirety to thoroughly evaluate the contents.



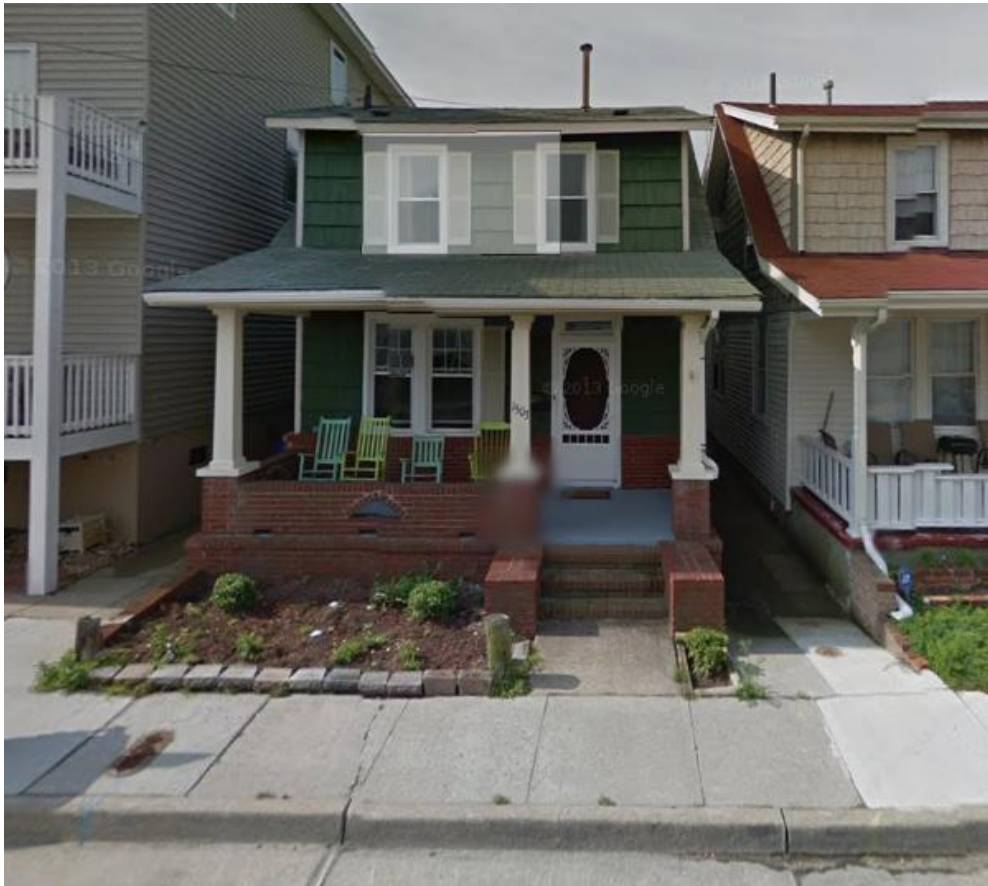
## **1.0 PROJECT INFORMATION**

### **1.1 Project Authorization**

**G E T Solutions, Inc.** has completed our subsurface exploration and geotechnical engineering services for the proposed elevation of the residential structure at 1503 Lea View Street located in Norfolk, Virginia. The geotechnical engineering services were conducted in general accordance with **G E T** Proposal No. PVB14-132G. Authorization to proceed with our services was obtained in the form of a signed Work Authorization form from Mr. Scott Caldwell with Engineering Concepts, Inc. on March 7, 2014.

### **1.2 Project and Site Description**

The project site is a residential home located at 1503 Lea View Street in Norfolk, Virginia. The project site is located in close proximity to the James River and Hampton Roads Bridge Tunnel. The development at this site is to consist of raising the existing wood-frame structure 5 to 7 feet above its current elevation while replacing the existing foundation if deemed necessary. The first floor is supported over a crawl space. The maximum wall loads are to remain the same at 1.5 klf.



**Figure 1: Project Site facing the front of the residence. (Image from Google Earth)**



If any of the noted information is incorrect or has changed, please inform **GET Solutions, Inc.** so that we may amend the recommendations presented in this report, if appropriate.

### **1.3 Purpose and Scope of Services**

The purpose of this study was to obtain information on the general subsurface conditions at the proposed project site. The subsurface conditions encountered were then evaluated with respect to the available project characteristics.

In this regard, engineering assessments for the following items were formulated:

1. General assessment of the soils revealed by the boring performed at the proposed development.
2. General location and description of potentially deleterious material encountered in the boring that may interfere with construction progress or structure performance, including existing fills or surficial/subsurface organics.
3. Construction considerations for foundation excavations.
4. Feasibility of utilizing a shallow foundation system for support of the proposed structure. Design parameters required for the foundation system, including foundation sizes, allowable bearing pressures, foundation levels and expected total and differential settlements.
5. Determine pertinent information regarding the groundwater impact and management.
6. Seismic Site Class definition in accordance with the IBC 2009 requirements, available soil data, and our local experience.

The scope of services did not include an environmental assessment for determining the presence or absence of wetlands or hazardous or toxic material in the soil, bedrock, surface water, groundwater or air, on or below or around this site.

## **2.0 FIELD AND LABORATORY PROCEDURES**

### **2.1 Field Exploration**

In order to explore the general subsurface soil types and to aid in developing associated construction design parameters, the following field exploration program was performed at the site:

- One (1) 30-foot deep SPT boring (designated as B-1) was drilled near the footprint of the proposed structure.

The SPT boring was performed with the use of rotary wash “mud” drilling procedures in general accordance with ASTM D 1586. The test was performed continuously from the existing ground surface to depth of 12-feet, and at 5-foot intervals thereafter. The soil samples were obtained with a standard 1.4” I.D., 2” O.D., 30” long split-spoon sampler. The sampler was driven with blows of a 140 lb. hammer falling 30 inches, using an automatic hammer. The number of blows required to drive the sampler each 6-inch increment of penetration was recorded and is shown on the boring log. The sum of the second and third penetration increments is termed the SPT N-value (uncorrected for automatic hammer). A representative portion of each disturbed split-spoon sample was collected with each SPT, placed in a glass jar, sealed, labeled, and returned to our laboratory for review.

The boring location was verified with the client and the design team prior to mobilizing to the site, and were established and staked in the field by a representative of **GET Solutions, Inc.** The approximate boring location is shown on the attached “Boring Location Plan” (Appendix I), which was reproduced based on a site plan provided by the design Civil Engineer.

## 2.2 Laboratory Testing

Representative portions of all soil samples collected during drilling were sealed in glass jars, labeled and transferred to our laboratory for classification and analysis. The soil classification was performed by a Geotechnical Engineer in accordance with ASTM D2488. A summary of the soil classification system is provided in Appendix II.

Two (2) representative split spoon soil samples were selected and subjected to natural moisture, -#200 sieve and Atterberg Limits testing in order to corroborate the visual classification. These test results are noted in Table I below and are presented on the “Boring Log” sheet (Appendix III) of this report.

**Table I-Laboratory Classification Test Results**

Location	Depth (feet)	Natural Moisture (%)	% Passing #200	Atterberg Limits (LL/PL/PI)	USCS Classification
B-1	2-4	17.9	0.6	NP	SP-SM
B-1	4-6	21.7	0.9	NP	SP-SM

### **3.0 SITE AND SUBSURFACE CONDITIONS**

#### **3.1 Site Geology**

The project site lies within a major physiographic province called the Atlantic Coastal Plain. Numerous transgressions and regressions of the Atlantic Ocean have deposited marine, lagoonal, and fluvial (stream lain) sediments. The regional geology is very complex, and generally consists of interbedded layers of varying mixtures of sands, silts and clays. Based on our review of existing geologic and soil boring data, the geologic stratigraphy encountered in our subsurface explorations generally consisted of marine deposited sands and clays.

#### **3.2 Subsurface Soil Conditions**

The results of our soil test boring are summarized below in Table II.

**Table II-Summary of Soil Test Boring**

<b>AVERAGE DEPTH (Feet)</b>	<b>STRATUM</b>	<b>DESCRIPTION</b>	<b>RANGES OF UNCORRECTED SPT<sup>(1)</sup> N-VALUES</b>
0 to 0.33	Topsoil	4 inches of Topsoil	-
0.33 to 2	FILL	SAND (SM) with varying amounts of Silt and gravel	2
2 to 28	I	SAND (SP-SM, SP) with varying amounts of Silt and organics	4 – 23
28 to 30	II	CLAY (CH) with varying amounts of Sand	WOH <sup>(2)</sup>

Notes: (1) SPT = Standard Penetration Test, Uncorrected N-Values in Blows-per-foot

(2) WOH = Weight-of-Hammer

The subsurface description is of a generalized nature provided to highlight the major soil strata encountered. The records of the subsurface exploration are included on the "Boring Log" sheet (Appendix III) which should be reviewed for specific information as to the individual boring. The stratifications shown on the records of the subsurface exploration represent the conditions only at the actual boring location. Variations may occur and should be expected throughout the building footprint. The stratifications represent the approximate boundary between subsurface materials and the transition may be gradual or occur between sample intervals. It is noted that the Topsoil designation references the presence of surficial organic laden soil, and does not represent any particular quality specification. It is recommended that this material be tested for approval prior to use.

### 3.3 Groundwater Information

The groundwater level was recorded at the boring location and as observed through the relative wetness of the recovered soil samples during the drilling operations. The initial groundwater table was generally determined to occur at a depth of 2 feet below current grades at the boring location at the time of our site reconnaissance. The borehole was backfilled upon completion for safety considerations. As such, the reported groundwater level may not be indicative of the static groundwater level.

Groundwater conditions will vary with environmental variations and seasonal conditions, such as the frequency and magnitude of rainfall patterns, as well as man-made influences, such as existing swales, drainage ponds, underdrains and areas of covered soil (paved parking lots, side walks, etc.). In the project's area, seasonal groundwater fluctuations of  $\pm 2$  feet are common; however, greater fluctuations have been documented. We recommend that the contractor determine the actual groundwater levels at the time of the construction to determine groundwater impact on the construction procedures, if necessary.

## 4.0 EVALUATION AND RECOMMENDATIONS

Our recommendations are based on the previously discussed project information, our interpretation of the soil test boring, and our observations during our site reconnaissance. If the proposed construction should vary from what was described, we request the opportunity to review our recommendations and make any necessary changes.

### 4.1 Temporary Support of Existing Structure

The proposed construction consists of raising the wood-frame residence 5 to 7 feet above its existing elevation and removing and replacing the existing foundations if deemed necessary. It is essential that the structure be properly supported and braced during the foundation assessment, possible demolition of existing foundations, and installation of new foundations. The design of the temporary foundation support is the responsibility of the contractor.

### 4.2 Suitability of Existing Foundations

Once the structure is elevated and temporarily supported, an assessment of the existing foundations can take place. If the existing foundations are deemed suitable, new foundations may not be required. The elevated structure can then be supported on the existing foundations. If the existing foundations are not deemed suitable, it is recommended to demolish and remove them and install new foundations. **Due to the high degree of uncertainty with regard to the condition of the existing foundations and their original bearing conditions, it is recommended that a budget for replacement of all existing foundations be anticipated as part of this project.**

### **4.3 Structural Fill and Placement**

Following the approval of the natural subgrade soils by the Geotechnical Engineer, the placement of the fill required to establish the design grades may begin. Any material to be used for structural fill should be evaluated and tested by **G E T Solutions, Inc.** prior to placement to determine if they are suitable for the intended use. Suitable structural fill material should consist of sand or gravel containing less than 25% by weight of fines (SP, SM, SW, GP, GW), having a liquid limit less than 20 and plastic limit less than 6, and should be free of rubble, organics, clay, debris and other unsuitable material.

All structural fill should be compacted to a dry density of at least 95 percent of the Standard Proctor maximum dry density (ASTM D698). In general, the compaction should be accomplished by placing the fill in maximum 6-inch loose lifts and mechanically compacting each lift to at least the specified minimum dry density. A representative of **G E T Solutions, Inc.** should perform field density tests on each lift as necessary to assure that adequate compaction is achieved.

Because of the close proximity of the structure to other residences, it is recommended that any areas needing compaction should be compacted with small, hand-operated compaction equipment in lieu of a vibratory roller to avoid transmission of vibrations that could cause settlement damage or disturb occupants.

### **4.4 Foundation Design Recommendations**

If existing foundations are deemed unsuitable to support the elevated structure, the following are our recommendations for the design of new foundations. Provided that the construction procedures are properly performed, the proposed structure can be supported by shallow foundations bearing upon firm natural soil or well-compacted structural fill material. Foundation undercut will be required to penetrate unsuitable fill soils (see Section 4.6 for further information concerning the foundation undercut). The footings can be designed using a net allowable soil pressure of 2,000 pounds per square foot (psf). In using net pressures, the weight of the footings and backfill over the footings need not be considered. Hence, only loads applied at or above the finished grade need to be used for dimensioning the footings.

In order to develop the recommended bearing capacity of 2,000 pounds per square foot (psf), the base of the footings should have an embedment of at least 18 inches beneath finished grades and wall footings should have a minimum width of 18 inches. The recommended 18-inch footing embedment is considered sufficient to provide adequate cover against frost penetration to the bearing soils.

## **4.5 Settlements**

It is estimated that, with proper site preparation, the maximum resulting post-construction total settlement of the foundations should be up to 1 inch. The maximum differential settlement magnitude is expected to be less than ½-inch between adjacent footings (wall footings of widely varying loading conditions). The settlements were estimated on the basis of the results of the field penetration tests. Careful field control will contribute substantially towards minimizing the settlements.

## **4.6 Foundation Excavations**

In preparation for shallow foundation support, the footing excavations should extend into firm natural soil or well compacted structural fill. It will be necessary to undercut the structure's foundations to extend through all fill materials, where encountered. All foundation excavations should be observed by a representative of **GET Solutions, Inc.** At that time, the Geotechnical Engineer should also explore the extent of excessively loose, soft, or otherwise unsuitable material within the exposed excavations. Also, at the time of the footing observations, the Geotechnical Engineer will advance hand auger borings in the bases of the foundation excavations to verify that the bearing soils are consistent with those documented in this report and to verify that all fill soils were removed. The necessary depth of penetration will be established during the subgrade observations.

When pockets of unsuitable soils requiring undercut are encountered in the footing excavations, the proposed footing elevation should be re-established by means of backfilling with "flowable fill" or a suitable structural fill material compacted to a dry density of at least 95 percent of the Standard Proctor maximum dry density (ASTM D 698), as described in Section 4.3 of this report, prior to concrete placement. This construction procedure will provide for a net allowable bearing capacity of 2,000 psf.

Immediately prior to foundation concrete placement, it is suggested that the bearing surfaces of all foundations be compacted using hand operated mechanical tampers. In this manner, any localized areas, which have been loosened by excavation operations, should be adequately recompacted. The compaction testing in the base of the foundation may be waived by the Geotechnical Engineer, where firm bearing soils are observed during the foundation inspections.

Soils exposed in the bases of all satisfactory foundation excavations should be protected against any detrimental change in condition such as from physical disturbance, rain or frost. Surface run-off water should be drained away from the excavations and not be allowed to pond. If possible, all footing concrete should be placed the same day the excavation is made. If this is not possible, the footing excavations should be adequately protected.

## **4.7 Seismic Evaluation**

Based on the information obtained at the boring locations and our experience within the vicinity of the project site, the upper 30 feet of the recovered soils (maximum explored depth) are indicative of a Site Class "D" in accordance with Table 1613.5.2 of the 2009 International Building Code; however, the seismic evaluation requires soils information associated with the upper 100 feet. If the site classification is critical to the structural design it will be necessary to perform a 100-foot deep CPT boring with shear wave velocity testing to substantiate the site classification.

## **5.0 CONSTRUCTION CONSIDERATIONS**

### **5.1 Drainage and Groundwater Concerns**

It is expected that dewatering may be required for excavations that extend below the groundwater table level. Dewatering from excavations above the groundwater level (at the time of this reporting is unknown) is expected to be accomplished by pumping from sumps. Dewatering at depths below the groundwater level may require well pointing and/or shoring.

It would be advantageous to construct all fills early in the construction. If this is not accomplished, disturbance of the existing site drainage could result in collection of surface water in some areas, thus rendering these areas wet and very loose. Temporary drainage ditches should be employed by the contractor to accentuate drainage during construction. Again, we recommend that the contractor determine the actual groundwater levels at the time of construction to determine groundwater impact on this project.

### **5.2 Excavations**

In Federal Register, Volume 54, No. 209 (October, 1959), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P". This document was issued to better ensure the safety of workmen entering trenches or excavations. It is mandated by this federal regulation that all excavations, whether they be utility trenches, basement excavation or footing excavations, be constructed in accordance with the new (OSHA) guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.



The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's responsible person, as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations.

We are providing this information solely as a service to our client. **G E T Solutions, Inc.** is not assuming responsibility for construction site safety or the contractor's activities; such responsibility is not being implied and should not be inferred.

## **6.0 REPORT LIMITATIONS**

The recommendations submitted are based on the available soil information obtained by **G E T Solutions, Inc.** and the information supplied by the client, and their consultants for the proposed project. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, **G E T Solutions, Inc.** should be notified immediately to determine if changes in the foundation recommendations are required. If **G E T Solutions, Inc.** is not retained to perform these functions, **G E T Solutions, Inc.** can not be responsible for the impact of those conditions on the geotechnical recommendations for the project.

The Geotechnical Engineer warrants that the findings, recommendations, specifications or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.

After the plans and specifications are more complete the Geotechnical Engineer should be provided the opportunity to review the final design plans and specifications to assure our engineering recommendations have been properly incorporated into the design documents, in order that the earthwork and foundation recommendations may be properly interpreted and implemented. At that time, it may be necessary to submit supplementary recommendations. This report has been prepared for the exclusive use of the client and their consultants for the specific application to the 1503 Lea View Street project located in Norfolk, Virginia.

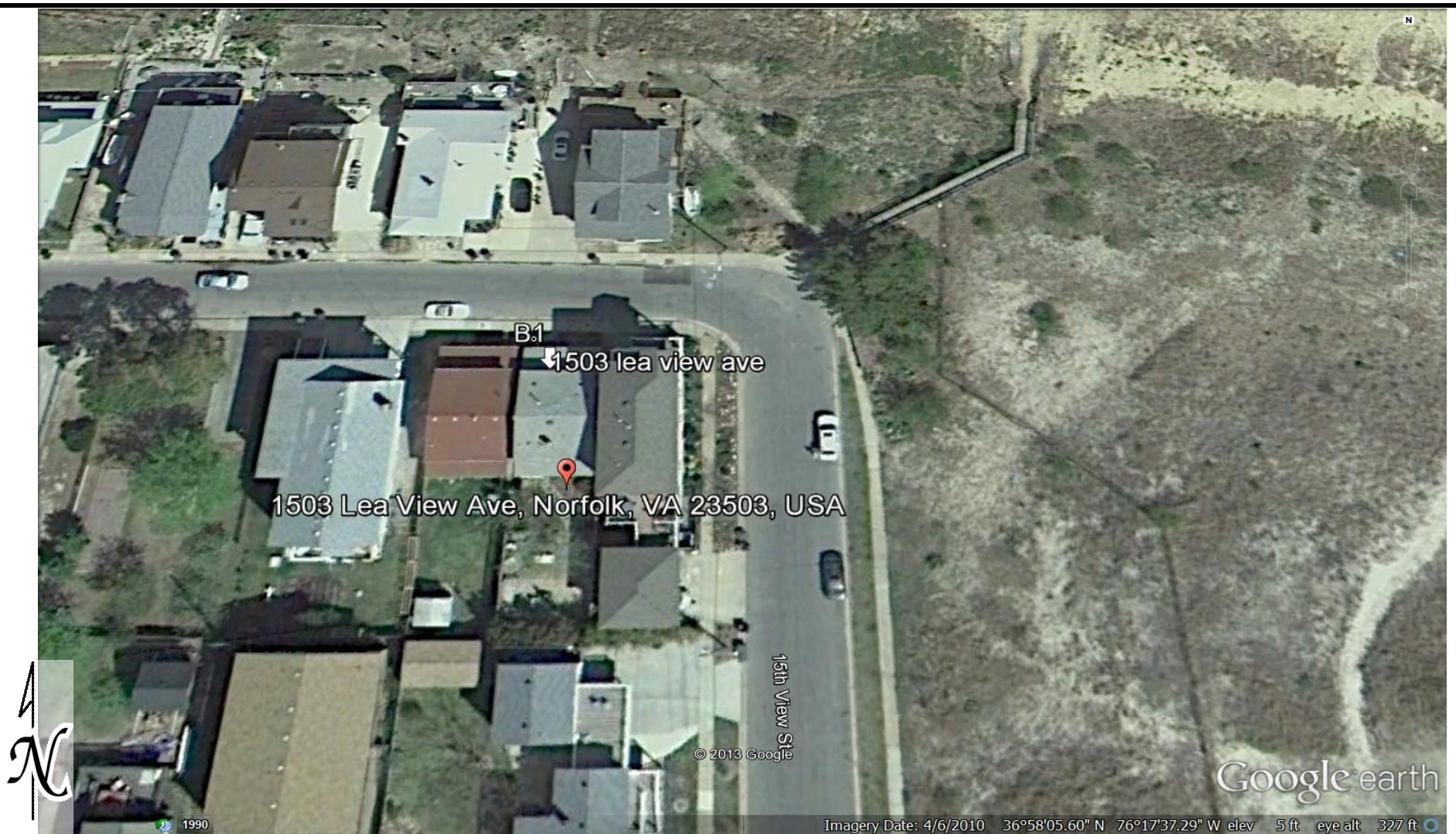


## **APPENDICES**

- I. BORING LOCATION PLAN
- II. SOIL CLASSIFICATION SYSTEM
- III. BORING LOG

## **APPENDIX I**

### **BORING LOCATION PLAN**



### Boring Location Plan Overview

**PROJECT:** 1503 Lea View St.  
**DATE:** 4/15/2014  
**PLOT BY:** M. English, E.I.T.  
**LOCATION:** Norfolk, Virginia  
**PROJECT NO:** VB14-156G  
**CLIENT:** Mr. J. Scott Caldwell, P.E., Engineering Concepts, Inc.



## **APPENDIX II**

### **SOIL CLASSIFICATION SYSTEM**

## CLASSIFICATION SYSTEM FOR SOIL EXPLORATION

### Standard Penetration Test (SPT), N-value

Standard Penetration Tests (SPT) were performed in the field in general accordance with ASTM D 1586. The soil samples were obtained with a standard 1.4" I.D., 2" O.D., 30" long split-spoon sampler. The sampler was driven with blows of a 140 lb. hammer falling 30 inches. The number of blows required to drive the sampler each 6-inch increment (4 increments for each soil sample) of penetration was recorded and is shown on the boring logs. The sum of the second and third penetration increments is termed the SPT N-value.

### **NON COHESIVE SOILS**

(SILT, SAND, GRAVEL and Combinations)

#### Relative Density

Very Loose	4 blows/ft. or less
Loose	5 to 10 blows/ft.
Medium Dense	11 to 30 blows/ft.
Dense	31 to 50 blows/ft.
Very Dense	51 blows/ft. or more

#### Particle Size Identification

<b>Boulders</b>	8 inch diameter or more
<b>Cobbles</b>	3 to 8 inch diameter
<b>Gravel</b>	Coarse 1 to 3 inch diameter
	Medium 1/2 to 1 inch diameter
	Fine 1/4 to 1/2 inch diameter
<b>Sand</b>	Coarse 2.00 mm to 1/4 inch (diameter of pencil lead)
	Medium 0.42 to 2.00 mm (diameter of broom straw)
	Fine 0.074 to 0.42 mm (diameter of human hair)
<b>Silt</b>	0.002 to 0.074 mm (cannot see particles)

### **COHESIVE SOILS**

(CLAY, SILT and Combinations)

#### Consistency

Very Soft	2 blows/ft. or less
Soft	3 to 4 blows/ft.
Medium Stiff	5 to 8 blows/ft.
Stiff	9 to 15 blows/ft.
Very Stiff	16 to 30 blows/ft.
Hard	31 blows/ft. or more

#### Relative Proportions

<u>Descriptive Term</u>	<u>Percent</u>
Trace	0-5
Few	5-10
Little	15-25
Some	30-45
Mostly	50-100

#### Strata Changes

In the column "Description" on the boring log, the horizontal lines represent approximate strata changes.

#### Groundwater Readings

Groundwater conditions will vary with environmental variations and seasonal conditions, such as the frequency and magnitude of rainfall patterns, as well as tidal influences and man-made influences, such as existing swales, drainage ponds, underdrains and areas of covered soil (paved parking lots, side walks, etc.).

### CLASSIFICATION SYMBOLS (ASTM D 2487 and D 2488)

#### Coarse Grained Soils

More than 50% retained on No. 200 sieve

**GW** - Well-graded Gravel  
**GP** - Poorly graded Gravel  
**GW-GM** - Well-graded Gravel w/Silt  
**GW-GC** - Well-graded Gravel w/Clay  
**GP-GM** - Poorly graded Gravel w/Silt  
**GP-GC** - Poorly graded Gravel w/Clay  
**GM** - Silty Gravel  
**GC** - Clayey Gravel  
**GC-GM** - Silty, Clayey Gravel  
**SW** - Well-graded Sand  
**SP** - Poorly graded Sand  
**SW-SM** - Well-graded Sand w/Silt  
**SW-SC** - Well-graded Sand w/Clay  
**SP-SM** - Poorly graded Sand w/Silt  
**SP-SC** - Poorly graded Sand w/Clay  
**SM** - Silty Sand  
**SC** - Clayey Sand  
**SC-SM** - Silty, Clayey Sand

#### Fine-Grained Soils

50% or more passes the No. 200 sieve

**CL** - Lean Clay  
**CL-ML** - Silty Clay  
**ML** - Silt  
**OL** - Organic Clay/Silt  
 Liquid Limit 50% or greater  
**CH** - Fat Clay  
**MH** - Elastic Silt  
**OH** - Organic Clay/Silt

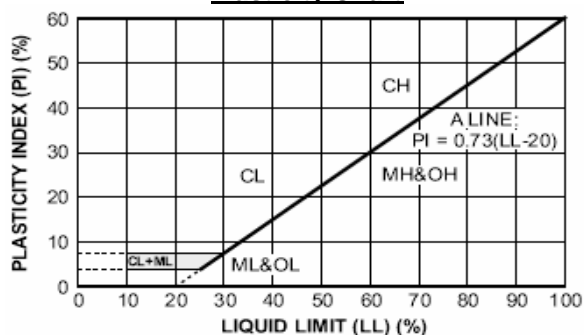
#### Highly Organic Soils

**PT** - Peat

Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:

Less than 5 percent	GW, GP, SW, SP
More than 12 percent	GM, GC, SM, SC
5 to 12 percent	Borderline cases requiring dual symbols

#### Plasticity Chart



## **APPENDIX III**

### **BORING LOGS**



# RECORD OF SUBSURFACE EXPLORATION

Virginia Beach  
204 Grayson Road  
Virginia Beach, VA 23642  
757-518-1703

Williamsburg  
1592-E Penniman Road  
Williamsburg, VA 23185  
757-564-6452




Elizabeth City  
106 Capital Trace Unit E  
Elizabeth City, NC 27909  
252-335-9765

Jacksonville  
415-A Western Blvd  
Jacksonville, NC 28546  
910-478-9915

**BORING ID**  
**B-1**

PROJECT NAME: **1503 Lea View St.**  
CLIENT: **Engineering Concepts**  
PROJECT LOCATION: **Norfolk, VA**  
BORING LOCATION: **See attached boring location plan**  
DRILLING METHOD(S): **Rotary wash "mud"**  
GROUNDWATER\*: INITIAL (ft) ▽: **2** AFTER \_\_\_\_\_ HOURS (ft) ▼: \_\_\_\_\_ CAVE-IN (ft) ○: \_\_\_\_\_  
The initial groundwater readings are not intended to indicate the static groundwater level.

PROJECT NUMBER: **VB14-156G**  
SURFACE ELEVATION (MSL) (ft): \_\_\_\_\_  
LOGGED BY: **M. English, E.I.T.**  
DATE STARTED: **3/28/2014**  
DATE COMPLETED: **3/28/2014**  
DRILLER: **GET Solutions, Inc.**

Elevation (ft)	Depth (ft)	STRATA DESCRIPTION	Strata Legend	Sample ID	Sample Type	Sample Recovery (in.)	Blow Counts (N-Values)	% #200	TEST RESULTS									
									Plastic Limit	X		X	Liquid Limit					
									Water Content	-	●							
									Penetration	-								
									10	20	30	40	50	60	70			
<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>	0.3	4" Topsoil		1	X		1-1-1-1 (2)											
	2.0	Brown, moist, Silty fine to medium SAND (SM) with trace fine gravel, very loose, "Fill"		2	X		1-2-2-4 (4)											
	5	Brown to black, wet, Poorly graded fine to coarse SAND (SP-SM) with Silt with trace organics, loose to medium dense		3	X		2-3-4-6 (7)	1										
				4	X		4-6-12-14 (18)	1										
				5	X		4-6-7-7 (13)											
				6	X		4-5-5-6 (10)											
	10.0	Tan to gray, wet, Poorly graded fine to coarse SAND (SP) with trace fine gravel, loose to medium dense		7	X		6-10-13-13 (23)											
	16.5	Gray, wet, Poorly graded fine to medium SAND (SP), medium dense		8	X		5-10-9-10 (19)											
21.5	Dark gray, wet, Poorly graded fine SAND (SP) with trace marine shell fragments, medium dense		9	X		4-6-6-5 (12)												
28.0	Gray, wet, Fat CLAY (CH) with trace fine Sand, very soft		10	X		0-0-0-0 (0)												
30.0																		
30	Boring terminated at 30 feet below existing grade.																	

Sample Type(s):

SS - Split Spoon

Notes:

This information pertains only to this boring and should not be interpreted as being indicative of the site.



# ELEVATION CERTIFICATE

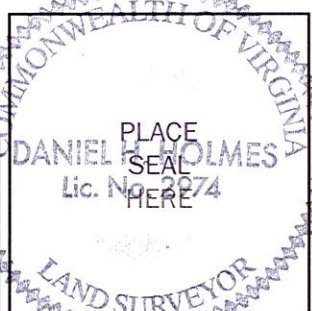
IMPORTANT: Follow the instructions on pages 1-9.

OMB No. 1660-0008  
Expiration Date: July 31, 2015

SECTION A - PROPERTY INFORMATION		FOR INSURANCE COMPANY USE
A1. Building Owner's Name <u>Dennis A. &amp; Deborah Marston</u>		Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. <u>1503 Lea View Avenue</u>		Company NAIC Number:
City <u>Norfolk</u>	State <u>VA</u>	ZIP Code <u>23503</u>
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) <u>Lot 30 Block A Willoughby Holding Corp.</u>		
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>RESIDENTIAL</u>		
A5. Latitude/Longitude: Lat. <u>36° 58' 05.8" N</u> Long. <u>76° 17' 37.9" W</u> Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983		
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.		
A7. Building Diagram Number <u>8</u>		
A8. For a building with a crawlspace or enclosure(s):		A9. For a building with an attached garage:
a) Square footage of crawlspace or enclosure(s) <u>630</u> sq ft		a) Square footage of attached garage <u>      </u> sq ft
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>3</u>		b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade <u>      </u>
c) Total net area of flood openings in A8.b <u>171</u> sq in		c) Total net area of flood openings in A9.b <u>      </u> sq in
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number <u>Norfolk 510104</u>		B2. County Name <u>Independent City</u>		B3. State <u>VA</u>	
B4. Map/Panel Number <u>0015</u>	B5. Suffix <u>F</u>	B6. FIRM Index Date <u>09/02/2009</u>	B7. FIRM Panel Effective/ Revised Date <u>09/02/2009</u>	B8. Flood Zone(s) <u>AE</u>	B9. Base Flood Elevation(s) (Zone AO, use base flood depth) <u>8.1'</u>
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: <u>      </u>					
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: <u>      </u>					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: <u>      </u> / <u>      </u> / <u>      </u> <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)	
C1. Building elevations are based on: <input type="checkbox"/> Construction Drawings* <input type="checkbox"/> Building Under Construction* <input checked="" type="checkbox"/> Finished Construction *A new Elevation Certificate will be required when construction of the building is complete.	
C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters. Benchmark Utilized: <u>GPS 046 CITY OF NORFOLK</u> Vertical Datum: <u>NAVD 1988</u> Indicate elevation datum used for the elevations in items a) through h) below. <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: <u>      </u> Datum used for building elevations must be the same as that used for the BFE.	
Check the measurement used.	
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	<u>2.6</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
b) Top of the next higher floor	<u>4.9</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
c) Bottom of the lowest horizontal structural member (V Zones only)	<u>N/A</u> <input type="checkbox"/> feet <input type="checkbox"/> meters
d) Attached garage (top of slab)	<u>N/A</u> <input type="checkbox"/> feet <input type="checkbox"/> meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	<u>5.7</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
f) Lowest adjacent (finished) grade next to building (LAG)	<u>2.5</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
g) Highest adjacent (finished) grade next to building (HAG)	<u>2.6</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	<u>2.6</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION			
This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.			
<input checked="" type="checkbox"/> Check here if comments are provided on back of form.		Were latitude and longitude in Section A provided by a licensed land surveyor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Check here if attachments.			
Certifier's Name <u>DANIEL H. HOLMES</u>		License Number <u>2974</u>	
Title <u>LAND SURVEYOR</u>		Company Name <u>WARD M. HOLMES LAND SURVEYOR, P.C.</u>	
Address <u>9225 GRANBY STREET</u>		City <u>NORFOLK</u>	State <u>VA</u>
Signature <u>[Signature]</u>		ZIP Code <u>23503</u>	Telephone <u>(757) 480-1230</u>
			




# ELEVATION CERTIFICATE, page 2

<b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>			<b>FOR INSURANCE COMPANY USE</b>
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or PO. Route and Box No. 1503 Lea View Avenue			Policy Number:
City Norfolk	State VA	ZIP Code 23503	Company NAIC Number:

## SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (2e) = A/C DECK LOCATED BEHIND THE STRUCTURE

Signature  Date 4/1/14

## SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- b) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E3. Attached garage (top of slab) is \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

## SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments.

## SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

- G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued
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G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters Datum \_\_\_\_\_

G9. BFE or (in Zone AO) depth of flooding at the building site: \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters Datum \_\_\_\_\_

G10. Community's design flood elevation: \_\_\_\_\_ . \_\_\_\_\_ ☐ feet ☐ meters Datum \_\_\_\_\_

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

☐ Check here if attachments.



# ELEVATION CERTIFICATE

Important: Read the instructions on pages 1-9.

OMB No. 1660-0008  
Expiration Date: July 31, 2015

## SECTION A - PROPERTY INFORMATION

A1. Building Owner's Name Dennis A. & Deborah Marston		FOR INSURANCE COMPANY USE
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1503 Lea View Avenue		Policy Number:
City Norfolk	State VA	ZIP Code 23503
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Lot 30 Block A Willoughby Holding Corp.		
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>Residential</u>		
A5. Latitude/Longitude: Lat. 36°-58'-05.8" N Long. 76°-17'-37.9" W		Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.		
A7. Building Diagram Number <u>8</u>		
A8. For a building with a crawlspace or enclosure(s):		A9. For a building with an attached garage:
a) Square footage of crawlspace or enclosure(s) <u>938</u> sq ft		a) Square footage of attached garage <u>NA</u> sq ft
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>5</u>		b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade <u>=</u>
c) Total net area of flood openings in A8.b <u>490</u> sq in		c) Total net area of flood openings in A9.b <u>=</u> sq in
d) Engineered flood openings? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No

## SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number Norfolk 510104		B2. County Name Independent City		B3. State VA	
B4. Map/Panel Number 0015	B5. Suffix F	B6. FIRM Index Date 09/02/2009	B7. FIRM Panel Effective/Revised Date 09/02/2009	B8. Flood Zone(s) AE	B9. Base Flood Elevation(s) (Zone AO, use base flood depth) 8.1'
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9. <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____					
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

## SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☒ Construction Drawings\* ☐ Building Under Construction\* ☐ Finished Construction  
\*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.  
Benchmark Utilized: GPS046 City of Norfolk Vertical Datum: NAVD 1988  
Indicate elevation datum used for the elevations in items a) through h) below. ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: \_\_\_\_\_  
Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	<u>2.6</u>	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
b) Top of the next higher floor	<u>13.0</u>	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
c) Bottom of the lowest horizontal structural member (V Zones only)	<u>NA</u>	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
d) Attached garage (top of slab)	<u>NA</u>	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	<u>11.1</u>	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
f) Lowest adjacent (finished) grade next to building (LAG)	<u>2.5</u>	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
g) Highest adjacent (finished) grade next to building (HAG)	<u>2.6</u>	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	<u>2.6</u>	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters

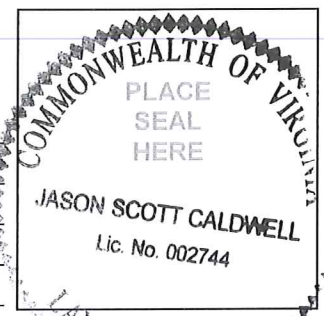
## SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

☒ Check here if comments are provided on back of form. Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No

☐ Check here if attachments.

Certifier's Name J. Scott Caldwell	License Number 2744
Title Associate	Company Name Engineering Concepts, Inc.
Address 20 S. Roanoke St.	City Fincastle State VA ZIP Code 24090
Signature <i>[Signature]</i>	Date 9/15/2014 Telephone 540-473-1253





**ELEVATION CERTIFICATE, page 2**

<b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>		<b>FOR INSURANCE COMPANY USE</b>
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1503 Lea View Avenue		Policy Number:
City Norfolk	State VA ZIP Code 23503	Company NAIC Number:

**SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)**

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments This elevation certificate is provided for the elevation of an existing residence. Elevations based on proposed plans. Existing elevations and Lat and Long are from existing elevation certificate provided by Ward Holmes Land Surveying, P.C. and on file with this project. 8"x16" engineered flood vents have 98 sq. in. of open area. The vents provide 200 sf. of flood protection. 5 vents will provide 1,000 sq. ft. or 144,000 sq. in. of protection. See data sheet attached.

Signature 

Date 9/15/14

**SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)**

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- b) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E3. Attached garage (top of slab) is \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is \_\_\_\_\_ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

**SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION**

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner's or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments.**SECTION G – COMMUNITY INFORMATION (OPTIONAL)**

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

- G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued
-------------------	------------------------	---

G7. This permit has been issued for: ☐ New Construction ☐ Substantial ImprovementG8. Elevation of as-built lowest floor (including basement) of the building: \_\_\_\_\_ ☐ feet ☐ meters Datum \_\_\_\_\_G9. BFE or (in Zone AO) depth of flooding at the building site: \_\_\_\_\_ ☐ feet ☐ meters Datum \_\_\_\_\_G10. Community's design flood elevation: \_\_\_\_\_ ☐ feet ☐ meters Datum \_\_\_\_\_

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

☐ Check here if attachments.